

NYPL RESEARCH LIBRARIES



3 3433 08190156 7

York, Ma-

100 B



YORK DEEDS.

BOOK II.



PORTLAND:
JOHN T. HULL AND B. THURSTON & CO.
1887.

PRINTED BY B. THURSTON & CO.

PUBLIC LIBRARY

3546

CONTENTS.

PREFACE	Pages	5— 12
INTRODUCTION	Pages	13— 42
John Mason's Royal Charter	Pages	20— 39
Grant from Gorges to Mason	Pages	39— 42
REGISTER'S CERTIFICATE	Page	43
ERRATA	Page	44
 YORK DEEDS	 Folios	 1—195
 INDEX	 Pages	 1—150
I. Grantors	Pages	2— 57
II. Grantees	Pages	58—113
III. Other Persons	Pages	114—125
IV. Places	Pages	126—133
V. General	Pages	134—150

PREFACE.

THE second volume in the York registry of deeds is marked, on a fly leaf at the beginning, "The Second Book of Records." Like the first, it is worn and battered and has been supplanted, for active service, by a copy. Samuel Tripp, register, certifies the copy as transcribed by him in 1870. The binding of the original record is shattered, but fortunately only one folio, 106, is missing. The number 171 was accidentally omitted in marking the folios, and the absence of 60 and 61 is to be explained, perhaps, in the same way. The marginal notes indicating the grantors and grantees, and an index covering three pages, are in the handwriting of Joseph Hammond, register from 1695 to 1710.

Edward Rishworth opened the new book Feb. 12, 1666. He had accepted a commission from John Archdale, the representative of Ferdinando Gorges, the younger, in 1664, and in November of that year had joined with Archdale and other officers of the Gorges government in a missive addressed to the governor of Massachusetts and his assistants, requiring them to surrender their pretensions to authority within the province of Maine. The county organization had been dissolved. The general court which met at Boston in May, 1665, ordered a county court to be held at York as usual, in July. As there was no resident magistrate acting in the name of Massachusetts, Ezekiel Knight of Wells was appointed to that office. If Edward Rishworth should neglect his duty as county recorder, he was directed to turn over the books and papers to Peter Weare of York, who was to take his place.¹ But in June the king's commissioners for New England arrived in Maine and organized a new government under his majesty's immediate protection. The affairs of the province were committed to eleven justices of the peace appointed by the commissioners. Henry Jocelyn of Black Point was the chief justice,² and in his absence Robert Jordan of Richmond's island was to

¹ Williamson's Maine, 415.

² See W. M. Sargent's article on Jocelyn, 40 N. E. Hist. and Gen. Register, 292.

preside. Rishworth was one of these officers and continued to serve as recorder. When the Massachusetts magistrates arrived to hold the county court in July, they learned at Piscataqua that the militia had been called out to hinder their proceedings by force if necessary, and with this intelligence they returned to Boston.

The new magistracy had been in power for nearly eight months when Rishworth opened his "second book of records." The system of administration was excellent. The province was divided by the Kennebunk river into two judicial districts. Courts of common pleas were held in each district three times a year, and courts of quarter sessions four times. Appeals were reserved at first to the commissioners for New England, but in November, 1666, the justices were authorized to choose three of their own number to sit as a court of chancery and hear and determine any appeals which might be taken according to the custom of England.¹ A general assembly in which the towns were represented by deputies, met annually in Saco.

The last assembly was held in May, 1668. The royal commissioners had been recalled. Two of them had returned to England. Colonel Nicolls remained in New York as governor of the American territories of the duke of York, and Samuel Maverick also resided there, "in the Broad Way." The general court of Massachusetts assembled in May, and instructed the secretary of the colony to issue warrants to the Yorkshire towns, directing them to send in their votes for county officers to a court to be held at York on the first Tuesday of July. Assistants John Leverett and Edward Tyng and Deputies Richard Waldron of Dover and Robert Pike of Salisbury were commissioned to keep the court. Governor Nicolls, hearing of these proceedings, interposed a solemn protest, but he had no longer any authority to interfere and his objections were disregarded.

The Massachusetts commissioners arrived at York, with a military escort, on Monday, July 6, and opened their court the next day. The justices to whom the government of the province had been entrusted, presented their commission, issued in the king's name and approved by him,² but their opposition was overcome, as a Massachusetts historian explains, "partly by friendly rea-

¹*Infra*, fol. 194.

²2 Sainsbury's *Calendar of Colonial Papers*, 1171.

soning and partly by a harmless show of force."¹ When the votes were counted, it was found that Edward Rishworth had been chosen recorder, but his election was overruled and Peter Weare was appointed in his stead.² Weare was also elected county treasurer, and Ezekiel Knight was chosen an associate, or county magistrate.³

Peter Weare was born in 1618,⁴ and was about 22 years old when he arrived in Maine and acquired, in common with Basil Parker, a house and lot, probably at Piscataqua. The grant appears to have been made by John Willecox, agent for Sir Ferdinando Gorges, and afterward confirmed by Thomas Gorges. In May, 1643, Weare and Parker both witnessed the conveyance of the Newichewannock tract by the sagamore Roles to Humphrey Chadbourne. In July of the same year, Governor Gorges granted to Weare a point called the Gurnet's Nose, on the southwest branch of Agamenticus river. In 1644 Weare bought a house lot on the east side of the river, and in 1646 received a town grant of marsh on the northwest branch. But in 1651, he sold all these scattered tracts and acquired the estate on the north side of Cape Neddick river where he finally settled. He also owned twenty acres on Little river. With other citizens of Gorgeana, afterward York, he took the oath of fidelity to Massachusetts in 1652 and became a freeman of the Bay colony. After this date his promotion was rapid. In 1656 he was elected a selectman of the town, in 1659 an associate, and in 1660, though still residing in York, a deputy for Kittery to the general court at Boston. In 1661, and frequently afterward, he was a town commissioner, or trial justice. In 1662 he was a selectman again, and in 1663 town clerk. In 1665 he again represented Kittery in the general court, and his testimony concerning the source of the Merrimac, taken in Boston in May, was forwarded to the king by Governor Beltingham to support the claim of Massachusetts to jurisdiction not merely three miles beyond the river, but to a parallel of latitude three miles north of the head of the river, including the province of Maine as far as the Clapboard islands in Casco bay.⁵ A thor-

¹ 2 Palfrey's New England (abridgment), 82.

² I have seen this statement on a fragment of a leaf among the Court Records at Alfred. Weare (2 York Court Records, 72) simply reports, "Peter Weare chosen Recorder & Co. Treasurer."

³ In October following, the general court at Boston appointed Bryan Pendleton, Richard Waldron, John Cutt, Elias Stileman and Charles Frost special magistrates, to see that the people of Yorkshire were "religiously governed." *Infra*, fol. 56.

⁴ See his deposition, *infra*, fol. 180.

⁵ 2 Colonial Papers, 1001.

ough partisan of the Massachusetts government, Weare dropped out of sight during the administration of the justices appointed by the commissioners for New England; but in 1668 he had his reward. His records show that he was poorly qualified for the office to which he was then appointed. In an age when spelling was largely a matter of personal choice, his orthography was lamentable; and his handwriting was worse than his spelling. The labor of writing was so irksome to him that he frequently employed Rishworth to make the records to which he affixed his clumsy signature. In 1669 Rishworth was again elected recorder, and again the court set aside the election and appointed Weare, who was also chosen an associate and reëlected as county treasurer.¹ But in 1670 Rishworth was sent as deputy from York to the general court and was admitted to his seat in May, on submitting an apology, in writing, for his imprudence in accepting commissions from Gorges and from the king's commissioners. Being thus restored to favor, he was again elected recorder by the popular vote in July, and this third election was allowed to stand.² Weare continued to hold the office of county treasurer until 1676, when he was directed to square his accounts. He was also town clerk and selectman in 1674, and selectman again in 1677. His name is mentioned for the last time in 1680. He was then 62 years old, and probably died not long afterward. He began to be called Peter Weare, senior, about 1673. His eldest son, Peter, was a carpenter, and removed to Boston. Other children were Elias, Joseph, Hopewell, Sarah and Elizabeth.³

After Weare's retirement Rishworth was regularly reëlected recorder for many years. His last entry in the second book of deeds is dated June 27, 1676. The records in this volume show a rapid extension of land titles and settlements into the interior and along the sea coast. The Newichewannock tract in Kittery had become a separate parish, known as Unity parish, in 1667. The tract four miles square, above Wells and Cape Porpoise, now Lyman, had received the name Coxhall in 1670. The Mousam mills had been built by Henry Sayword in 1673, on Cape Porpoise riv-

¹ 2 York Court Records, 82: "Mr. Edward Rishworth was chosen Recorder for this county. Not accepting thereof, this Court hath appointed Peter Weare Recorder for this county for the ensuing year."

² 2 York Court Records, 87.

³ See for Weare's biography the index references to his name in this and the preceding volume of York Deeds, 3 York Deeds, 9, 13, Savage's Gen. Dictionary of New England s. vv. Weare and Wyer, and 4 Maine Hist. and Gen. Recorder, 143.

er, now Mousam river. Major William Phillips was selling wild lands on the south side of Saco river up to the Little Ossipee; and beyond that boundary, Francis Small, an Indian trader, was acquiring land titles. Thomas Stevens had secured in 1673 an extensive Indian grant in Wescustogo, afterward North Yarmouth. Other Indian deeds are here recorded, on which rest titles in Phippsburg, Bath and Bowdoinham. The commissioners for New England had appointed justices of the peace to govern the duke of York's territory east of the Kennebec, and a book of records was opened at Damariscotta in 1665, but documents from Damariscove, Pemaquid, Jeremysquam and Wiscasset nevertheless found their way to the York registry.¹

It appears that after the government of Maine had been committed to Justice Jocelyn and his associates, in 1665, the authorities at Boston prohibited the sale of arms and ammunition to the people here.² It is recorded also that in 1676 the general court of Massachusetts levied a war tax of ninepence in the pound ($37\frac{1}{2}$ mills) on property in York county and on the profits of tradesmen and mechanics, in addition to a poll tax of two and sixpence.³ This is the oppressive tax of which 121 inhabitants of Maine complained to the king in 1678, asking him to restore the provincial government established by his commissioners.⁴ But they were too late. Gorges had already sold his province to the agent of Massachusetts.

Ferdinando Gorges, it seems, visited New England in 1674. In August of that year he witnessed Nathaniel Fryer's conveyance of Champenon's island at Piscataqua to Thomas Deane of Boston.⁵ Isaac Addington of Boston also witnessed the deed. He was then 29 years old, a surgeon by profession, but was afterward for many years secretary of the new province of Massachusetts Bay, chartered by William and Mary in 1691. It was in 1674 that the project of buying the Gorges claim was seriously taken in hand by Governor Leverett, who was so eager for it that he offered to be personally responsible for £500 of the purchase money.⁶ The bargain was concluded in 1677.

¹ See besides the places named in this paragraph. Hollis and Dayton in the general index.

² *Infra*, fol. 194.

³ *Infra*, fol. 191. Compare 3 Palfrey's New England, 230 n.

⁴ 1 Maine Hist. Coll. 400. Williamson (1 Maine, 448 n.) estimates this tax at £157, 10s., but the petitioners complain that the three towns spared by the Indians, York, Wells and Kittery, were required to pay more than £3000.

⁵ *Infra*, fol. 158.

⁶ 3 Palfrey's New England, 312 n.

The original proprietor of Maine says, in his *Brief Narration of Undertakings for the Advancement of Plantations in America*, that he divided the province in 1639 into "eight bailiwicks or counties," and eight deputies to the general assembly were to be "elected by the freeholders of the several counties."¹ The names of two of these counties have now been recovered. In several conveyances recorded in the first book of deeds, Thomas Gorges mentions "Wells in the county of Somerset"; and in the second book, Edward Godfrey twice describes himself as "of Gorgeana in the county of Devon."² It appears that the eight counties included the plantations at Piscataqua, Agamenticus, Wells, Cape Porpoise, Saco, Black Point, Casco and Wescustogo or Pejepscot, and extended inland to the limit of the patent, 120 miles from the coast.

The Mason claim to the province of New Hampshire is also exhibited in this volume, so far as Robert Mason chose to press it in 1664. In October, 1666, the Maine justices sent Roger Plaisted to New York with dispatches for Governor Nicolls. The messenger was five weeks in making the journey, and longer in returning. The dispatches touched upon various topics, and for one thing notified the governor that the timber and especially the masts on the Mason property were like to be cut and carried away, unless the trespassers should be restrained, and recommended Nicholas Shapleigh of Kittery for agent to protect the premises. The governor sent back ten documents to be recorded. 1. A certified copy of an indenture from the New England council, April 22, 1635, conveying the lands of New Hampshire to Captain John Mason. 2. A certified copy of a grant by the council to Mason, on the same day, of the same lands, with authority to establish courts and govern the province. 3. A copy of the complaint of Robert Mason and others to King Charles II, alleging that the Massachusetts colony had deprived them of their lands and other property in New England "by strong hand and menaces." 4. The king's answer, Nov. 17, 1660, referring the complaint for examination to certain lords and gentlemen. 5. The report of the referees, finding that the Massachusetts people had in fact invaded and encroached upon the plantations and inheritances of the petitioners and other British subjects. 6. The petition of Robert Mason and another, asking the king to refer the matter to the further examination of the newly appointed commissioners for

¹ 2 *Brief Narration*, c. 3, 4.

² *Infra*, fol. 176, 177.

New England. 7. Robert Mason's letter, May 4, 1664, to Colonel Nicolls, one of the commissioners, enclosing, 8. A letter of attorney authorizing Nicolls to let any New Hampshire lands at his discretion, to collect the rents, and to appoint other attorneys under him at pleasure. 9. A letter of attorney from Nicolls to Nicholas Shapleigh, authorizing him to take care of the estate and especially to prevent the cutting of masts and other timber without license. 10. An abstract of Robert Mason's title, derived from his grandfather, John Mason. Rishworth was a week in copying these papers, which fill ten folios in the record book.¹

At my request, Mr. Sargent undertook to prepare a sketch of the history of the Mason claim, to accompany and illustrate these documents. While engaged upon this work he was fortunate enough to hear of an important manuscript in the possession of Mr. Moses A. Safford of Kittery, who kindly allowed him to examine the book. It is a beautifully written and well preserved folio of 84 pages, containing a complete collection of the proofs of John Mason's title to property in New England. Most of the documents are certified by Richard Chamberlain, secretary of the province of New Hampshire, in the year 1683. Chamberlain was secretary from 1680 to 1686, and was a warm friend of Robert Mason, who in 1683 recovered thirty or forty judgments in New Hampshire against the principal landholders there. The inference is irresistible, that the Safford manuscript was offered as evidence of Mason's title at these trials. The judgments, however, were of little use to the proprietor. Nobody would take a lease of the property awarded to him, and as soon as the officers were out of sight the evicted tenants returned to their homes. Mason died in 1688, and three years later his sons sold their New England inheritance to a London merchant named Samuel Allen. John Usher, who had married one of Allen's daughters, was interested in the fruitless litigation which followed, and the Safford manuscript has been preserved in the Usher family for nearly two hundred years.

When Mr. Sargent came to examine this volume, he made a surprising discovery. There have been occasional references to a royal charter confirming John Mason's right to New Hampshire and conferring upon him powers of jurisdiction there. Robert Mason, in his petition to Charles II, claimed under a patent granted by his majesty's royal father,² and the lords and gentlemen to

¹ *Infra*, fol. 14—23.

² *Infra*, fol. 17, 18.

whom the petition was referred, reported that John Mason had letters patent under the great seal of England, granted by King Charles I. But the patent, if it ever existed, disappeared and could not be found. John Mason's will was made Nov. 26, 1635, and he died not long afterward. Sir Ferdinando Gorges is reported as saying in 1636, that Mason, if he had lived, would have taken a patent from the king. The historians of New Hampshire have generally accepted this statement, though it does not come from Gorges directly but at second hand through George Vaughan. And now, after two hundred and fifty years, Mr. Sargent found in the Safford manuscript a copy of the missing charter, granted Aug. 19, 1635, the only copy which is known to have survived to these days, authenticated by Secretary Chamberlain and preserved among other well known muniments of the Mason title.

In the introduction which follows this preface, Mr. Sargent prints the Mason charter by permission from Mr. Safford, and gives excellent reasons for regarding it as genuine. In the same manuscript, Mr. Sargent found a hitherto unpublished grant, Sept. 17, 1635, from Gorges to Mason, conveying a tract three miles wide on the eastern side of Newichewannock river, from the entrance of the river to its source. This grant belongs to the record of Maine land titles, and is printed in Mr. Sargent's introduction. Copies of both documents have been sent to Mr. John Ward Dean for his monograph on Captain John Mason, soon to be published by the Prince Society.

The manner in which the records at Alfred have been transcribed and printed, is described in the preface to the first book, where will also be found an explanation of the contractions in the text.

H. W. RICHARDSON.

INTRODUCTION.

THE series of documents printed on folios 14 to 23 in this volume, is of remarkable historical importance, and worthy of some space by way of explication.

Colonel Richard Nicolls was appointed by King Charles II one of the royal commissioners for New England, in 1664. He took up his residence in New York, where he resided for four years. By the power, recorded folios 19 and 20, Colonel Nicolls was appointed general attorney for Robert Mason, the grandson and heir of Captain John Mason, the patentee of the province of New Hampshire. Finding his place of residence so remote as to preclude that personal supervision requisite for the "managing & preservation of the sayd estate," availing himself of the power of substitution, Colonel Nicolls delegated his power to Major Nicholas Shapleigh, who had been recommended to him as a fit person by the Justices of Maine.¹ These documents were placed upon record in the province of Maine by Major Shapleigh to evince his authority.²

From a perusal of the deed and patent from the Council of New England to his grandfather, and from the statement of his title,³ it is apparent that Robert Mason, at this time, rested his claim to the lands and to the quit-rents he expected to derive from the large number of settlers upon them, mainly upon the grants of 22 April, 1635; that he was more intent upon revenues than government, and although there are some suggestions as to acts of authority in his rather loose letter to Colonel Nicolls, in his practical power no such delegation of authority is attempted, but cold cash and regular rentals are aimed at.

These grants were embodied in the deed poll and the indenture, folios 14—15 and 15—17. Without entering upon a discussion of their technical differences, it is to be noticed that the second assumed to assign *jura regalia* and was to be upon the tenure of personal fealty and attendance.

¹ See fol. 195.

² Jenness's New Hampshire Documents, 52.

³ Folios 21—23.

That Mason ever had any other foundation for his claim besides the above and the previous grants from the Council of New England, of 9 March, 1621, and 7 Nov. 1629, has been vehemently denied by his opponents. The arguments adduced by such opponents against the existence of any royal confirmation of the above grants, or charter such as was granted by King Charles I in 1639 to Sir Ferdinando Gorges, of the province of Maine, are substantially the following:

1. The letter of George Vaughan to Ambrose Gibbons, dated London, 10 April, 1636, wherein he writes: "Mr. Mason being ded and S^r Ferdinando [Gorges] minding only his one divityon. He teles me he is a geting a pattente for it from the king from Pascataqua to Sagadehocke, and that betwene Meremacke and Piscataqua he left for Mr. Mason, who if hee had lived would a tooke a pattent for that also."¹

2. The fact that none of Mason's heirs ever attempted to assume government over the province by virtue of any royal confirmation of the above grants.

3. That Robert Mason did not produce in evidence any charter to the Lords Chief Justices in 1677, or before the King in Council in 1691.

4. Repetition of Belknap's mis-quotation of the Lords Chief Justices; he in his text making them report that Mason had "*no* right of government within the soil he claimed."²

5. That the Lords of Trade in a report to the King in 1753 say, "It is alleged that this last grant to Mason was ratified and confirmed by the crown by charter dated Aug. 19, 1635, with full power of civil jurisdiction and government, but no such charter as this appears upon record."³

To answer fully such allegations, with citations of all references pertinent, would protract argument beyond the limits of the space available for these *mémoires pour servir*; but a few suggestions are offered with the purpose of inviting discussion and the hope that others will be drawn out.

The alleged letter of Vaughan is open to suspicion: it is not improbable that it is an ingenious forgery, penned by the same crafty hand that wrote the bogus Wheelwright Indian deed,⁴ in-

¹ 1 Belknap's History of New Hampshire, appendix XI.

² 1 Belknap, 168.

³ 1 Belknap, 25 n.

⁴ See Savage's exposition of this fraud in his notes to Winthrop's History, 486.

stigated by Mason's unscrupulous opponents.¹ Or, if it is conceded to be a genuine letter, Vaughan was one of the stewards whose interests, personal and family,² caused him to readily enter the opposition to his late employer's heirs, and such interested testimony, aside from its being confessedly merely hearsay, should be received with great caution.

When Robert Mason attained his majority the Commonwealth had been established in England, and though he did lay his petition before Parliament,³ it was without much hope of obtaining relief. During the interregnum the few trespassing squatters upon his American inheritance increased to above a thousand families,⁴ too numerous and powerful to be ejected or forcibly governed, and the opposition to a proprietary form of government, steadily growing among this increasing population, made the assumption of governmental rights and obligations distasteful to him.⁵

Upon the restoration, when he began his efforts to regain his grandfather's landed possessions in New England, Robert Mason was yet a young man. Two courses were open to him. He might assert the royal charter of 1635, from King Charles I, and with reasonable probability count upon royal favor and support; or he might rely on the grants and deeds of the fee from the Council of New England, contenting himself with some subordinate position in the government, and solacing himself for the loss of vice-regal dignities with a heavy rent roll.

Though Mason did not attempt to set up any proprietary government such as was authorized by the royal charter, he never ceased to assert his right so to do⁶ until forced to select which course he would choose in the arguments at the hearing in 1677. Until then he was continuously endeavoring to obtain royal recognition and a confirmation, pending the consideration of his repeated offers to surrender his charter to the king⁷ and to accept some smaller estate, with the view of enhancing the consideration he

¹ Palfrey's *New England*, 349, 350 and note.

² See George Walton's deposition, app. 398 to Adams's *Annals of Portsmouth*.

³ Gardner's *Vindication of New England*, app. 41—46, ed. by Banks.

⁴ *Infra*, fol. 19.

⁵ Jenness, *New Hampshire Doc.* 73.

⁶ Jenness, *N. H. Doc.* 73, 74, 79, 81, 82, 83, 86.

⁷ *Ibid.*, 57, 60, 72. Folsom's *Maine Documents*, 14.

should receive for such surrender. The favor with which such proposals were regarded, is shown by the records.¹ Upon advice he then elected to base his claim upon the undoubted title to the lands by the three conveyances from the Council of New England repeatedly adjudged good and favorably reported upon.²

Having made such election it would have been futile to produce the charter in evidence, and by the advice of his counsel he refused to again submit the question of the validity of his charter, there being now no question raised by himself as to his rights thereunder, and that being already *res adjudicata*.³ It would not have strengthened his title to the lands to have proved again that his ancestor had the right of government. On the other hand it might have prejudiced his recovery of the lands in controversy before a jury of the inhabitants, to whom such questions of title necessarily had to be submitted, who might have gone willingly to the length of submitting to the imposition of rents, but would undoubtedly have rebelled at being saddled with a proprietary government. The result of the trials in 1683, attests the shrewdness of this advice, for he did obtain favorable verdicts in the forty or more suits he brought to sustain his title.⁴

It is only necessary to compare the actual language of the Lords Chief Justices in their report⁵ to understand how fallacious is Dr. Belknap's quotation alluded to above. Mason's counsel never "agreed he had no right of government within the soil he claimed"; they only "waived any pretence" thereto by virtue of the grants of government from the Council of Plymouth, "conceding that no such power or jurisdiction could be transferred or assigned [therein] by any colour of law." And as above pointed out, they declined to again go into the question of the validity of the royal charter, resting content when "the respondents did disclaim title to the *lands* claimed by the petitioners."

While it is almost incomprehensible that no copy of this charter of 1635 should have been discoverable upon record or on file, yet it must be remembered that up to the time of the hearing in 1677,

¹ See *inter alia* 2 Sainsbury's Colonial Papers, 706.

² Jenness, N. H. Doc. 96.

³ 1 Belknap, app. xv. The Lords Chief Justices expressly say that they received from Mason and others "such papers of their cases as they were pleased to deliver," showing that they knew that all of Mason's extreme rights were not insisted on.

⁴ 2 New Hamp. Prov. Papers, 533. 1 Belknap, 199, 200.

⁵ 1 Belknap, app. xv.

no copy of the now recognized and conceded charter of 1639 to Gorges had been recorded or filed.¹

There is a very strong probability that the elder Lord Clarendon took such copies or drafts as were on file in the state paper office, in 1662, when he was examining Robert Mason's claims, and when he received from Mason the records of the council for New England from 1620 to 1635. The records, and presumably the charter also, had not been returned at as late a date as May, 1678, and from the correspondence on record it is doubtful if either was ever discovered;² certainly the council records have never come to light.³ This presumption is greatly strengthened by Lord Clarendon's language in his memoranda of "Considerations," etc.⁴

On the other hand it has always been asserted by Mason and his assigns that King Charles I did, on the 19 August, 1635, by royal charter confirm to Captain John Mason the estates granted by the Council of New England, with powers of government and civil jurisdiction. This is asserted in the petition of 1660,⁵ by Mason and others, "That your petitioners by *pattents* granted by yo^r Majestys most Royall *father*," etc.; and upon the production of "*divers letters Pattents*,"⁶ examination of witnesses and a full hearing of the claims, the lords to whom this petition was referred, reported, "Wee find that Cap^t John Mason, grandfather to Robert Mason, one of the petitioners, & Edw: Godfrey one other of the petitioners, *by virtue of severall letters patents vnder the great seal of England granted vnto them & others by yo^r Majestys late Royall father, by them selues & thejr assignes, have been in Actuell & quiett possession of severall tracts Prcells & devidissions of Land, in New England, as in & by the sd letters patents is particularly expressed.*"

Again in his and Gorges's petition to the King in 1677, Mason asserts his right to govern "*by virtue of Grants ffrom yo^r Mjts Royal Predecessors.*"⁷

The agents of Massachusetts answer and combat Mason's claim to "the Title of Sole Proprietor of the Province of New Hamp-

¹ The agents of Massachusetts set forth that after diligent search "in the Chapel of the Rolls as in other offices," they had been unable to find a record of the alleged grants to Mason and Gorges. They therefore prayed that an order should issue to those claimants to furnish them with copies of the papers on which they relied. 3 Palfrey's New England, 305.

² 1 Palfrey's New England, 192, 193, notes.

³ American Antiquarian Society's Proceedings, April, 1867.

⁴ 2 Sainsbury's Colonial Papers, 706.

⁵ Infra, fol. 17.

⁶ Folios 17, 18.

⁷ Jenness, New Hamp. Doc. 72.

sheir," admitting that it was claimed from "Six yeares after the obteyning of the Charter of the Massachusetts,"¹ i. e. from 1635.

Mason in his quarrels with his opponents in 1681, threatened that "if we [they] comply not wth him he will Immediately retorne for England & reassume his Govern^t of the place long Agone granted (as he saith) to his Ancestors, (though of late modestly by himselfe delivered up to yo^r Maj^{ty}) & then chuse his own Council & proceed as he thinks meet."²

John Tufton Mason and Robert Tufton Mason, sons and heirs of Robert Mason, by two deeds, dated 14 Oct. 1690,³ and 27 April, 1691,⁴ for £2750,⁵ conveyed all their New England estates to Samuel Allen, a London merchant. The last deed contains this recital in the transfer of the muniments of title: "And alsoe all those Letters Pattents heretofore granted by his late Maj^{tie} King Charles the first, and Cap^t. John Mason Esq^r Great Grandfather or Ancestor of them the said John Tufton Mason and Robert Tufton Mason, beareing date on or about the Nineteenth day of Aug^t in the Eleaventh year of his said Reigne."

Hubbard, the Massachusetts historian, writing before 1694, states that Captain John Mason had his grant confirmed in the year 1635, though on another page he contradicts his own statement.⁶

In the statement of Allen's Title⁷ printed in pamphlet form in Boston, 1728, is an abstract of the royal charter of 19 Aug. 1635.

Dr. William Douglass says: "Anno 1635, Aug. 19, King Charles, by patent, confirms this grant called New Hampshire, with power of government and jurisdiction (as in the palatinate or bishopric of Durham), with power of conferring honours;"⁸ and again: "The corporation or company called the Council of Plymouth, or Council of New England, made many grants of property, but could not delegate jurisdiction; therefore to supply this defect, some of these grantees obtained additional royal charters with power of jurisdiction; Mr. Mason, 1635, Sir Ferdinando Gorge, 1639, obtained royal patents."⁹

In an advertisement by the claimants under Allen, printed in the *Boston Post Boy*, 20 Nov. 1749, the charter is also distinctly named and its date given.¹⁰

¹ Jenness, N. H. Doc. 74.

² Ibid, 101.

³ York County Court Files.

⁴ 2 New Hamp. Prov. Papers, 535.

⁵ Erroneously stated as £750 by Belknap, I, 239, and Palfrey IV, 207.

⁶ Hubbard's History of New England, 89, 232.

⁷ 1 Belknap, 25, "A Short Narrative of the Claim, Title and Right of the Heirs of the Hon. Samuel Allen, Esq., to the Province of New Hampshire," Boston, 1728.

⁸ 1 Douglass's Summary (London, 1749), 418.

⁹ Ibid, II, 26.

¹⁰ Ibid, II, 24.

It appears certain, beyond any reasonable doubt, from the certificate appended to the copy of the royal charter, now for the first time printed, that the original charter was produced at the trial of the case, *Mason vs. Waldron*, at Great Island, in 1683, and that it, or this certified copy, was put in evidence; but so unscrupulous have been the means adopted to blot out all evidence of Mason's proprietorship, that the clerk of the supreme court at Exeter, writes officially, "I know of no record in the case of *Mason v. Waldron*. In the volume of provincial court records, for 1683 the pages presumably containing something *have been cut from the book* in the register's office."¹

By the reasons of appeal in *Allen vs. Waldron*, in 1707,² it appears that the plaintiff put in "Royal grants," but in the printed papers of that case only the one from King James I to the Council of New England is preserved, while that from King Charles I has been abstracted from the files with the same sinister intent that prompted the mutilation of the court records.

Reasoning *a priori* there is nothing improbable in supposing Captain John Mason to have had influence enough with King Charles I to obtain this royal charter, since by such feudal grants in America, the Stuarts thought to establish a system of government which they considered suitable for this country. Everything points to a contrary conclusion. He had been governor of Newfoundland, governor of Portsmouth, treasurer and paymaster of the royal armies, and commissioned vice-admiral of New England, and so far from such a grant being an exceptional case, as Sullivan³ from insufficient information stated, it was but a merited reward in recognition of his continued faithful services, placing him on an equality with the other participants in the royal bounty among whom the new world was then being parcelled out.⁴

This charter is here printed in full. Its very existence has been heretofore acrimoniously denied by interested parties. It has remained all these years in the possession of descendants of Lieutenant-Governor John Usher,⁵ and is one of twenty-two manu-

¹ MS. letter from C. G. Conner, Esq. See also 4 Palfrey, 218.

² 2 New Hamp. Prov. Papers, 522.

³ Sullivan's History of Maine, 307.

⁴ See Mr. Richardson's Introduction to 1 York Deeds, 44.

⁵ Usher married Elizabeth, daughter of Governor Samuel Allen. In his will (28 April, 1725) in devising some New Hampshire lands to his wife, he could not refrain from thus bitterly commenting upon the family experience: "Sa. Allen dying before effected possession taken by Jno. Usher and sent on record Portsmouth Sa Allen Esq kept out possession lands in Mason's puttent grant as Legall Proprietor as on record & many hundred pounds for support and subsistence of sd Allen's family for which never charged one penny." MS. copy from Middlesex county files.

script charters, patents, deeds, commissions and other documents, copied into a sheep-bound large folio volume¹ of eighty-four pages, all of which aid in supporting the Mason and Allen claims; and all but the last three seem to have been collated for the use of the claimants' attorneys in 1683, the three last having been subsequently added for the use of Allen in suits afterward brought by him.



Charles by the Grace of God King of England Scotland France & Ireland Defender of the faith &c To all to whome these presents shall come Greeting Whereas our trusty and welbeloved Servant Captain Iohn Mason Esqr Treasurer and Paymaster of Our Armies hath been an humble Suitor unto Us to grant and confirme unto him and his heyres a part and portion of the Country of America now commonly called or known by the name of New England in America hereafter in these presents described and to be described by the Meetes and bounds thereof with diverse and Sundry privileges and Iurisdications for the welfare of the State of those Colonies that are and shalbe drawne thither and for the better Government of the people that shall live and inhabit within the Limits and precinets thereof Which part or portion Wee have heretofore amongst other things for Us our Heyres and Successors taken into Our actual and real possession and in default of Such actuall & reall possession formerly taken doe by these presents for Us our Heyres and Successors take the same into Our actuall and reall possession **Knowe** yee that of Our
The Kings Grant Speciall grace certain knowledge and mere motion Wee have given granted and confirmed and by this Our present Charter for Us our Heyres and Successors Wee doe give grant and confirme unto the said Captain Iohn

¹ A full description of this historical discovery was printed in the Portland Daily Advertiser, Monday, April 11th, 1887, and copied by the Boston Evening Transcript the following Friday, and by the New Eng. Hist. and Gen. Register, in its July, 1887, number.

Mason his Heyres and Assignes All that part purport and portion of the Main land of New England aforesaid begining from the middle part of Naumkeek River and from thence to proceed Eastward along the Seacost to Cape Anne and round about the same to Pascataway harbour and Soe forwards up within the River of Newichewanock and to the furthest head of the said river and from thence Northwestwards till Sixty miles be finished from the first Entrance of Pascataway harbour And also from Naumkeek through the River thereof up into the Land West Sixty miles from which period to cross over land to the Sixty miles End accounted from pascataway through Newichewanock river to the Land Northwestwards aforesaid And also all that the South half of the Isles of Shoulds Together with all Islands and Islets as well imbayed as adjoining lying or abutting upon or neare the premises or any part or parcell thereof within five Leagues distance not otherwise lawfully granted to any by Speciall name All which part purport and portion of Lands Islands and premises now are and from henceforth shalbe called by the name of Newhampshire And also of Our especial grace certaine knowledge and mere motion Wee have given granted and confirmed and by this Our present Charter for Us our Heyres and Successors Wee doe give grant and confirme unto the said Captain Iohn Mason his heyres and assignes All that other parcell or portion of Lands woods and Woodgrounds lying on the Southeast part of the River of Sagadahock in New England aforesaid at the mouth or entrance thereof containing there Tenn Thousand Acres whichsaid other parcell of land now is and from henceforth shalbe called by the name of Masonia And also the Reversion and Reversions remainder and remainders of all and Singular the said lands Islands and premises dependant or expectant upon any estate or estates whatsoever upon record or not upon record be it for lease life or lives yeare or years fee taile or fee tailles or otherwise Together also with all the firme lands Soyles and grounds aswell

under water as above water and dry all the Shoares Creeks havons harbours bayes ports rivers waters lakes Mines Minerals and veynes of mettall aswell Royall of Gold and Silver as other be they Such mines minerals or veynes of mettall as

are close and hidden in the earth or openly Seen
The fifth part of the oare of Gold & Silver is reserved | in or upon the Earth (Saving only the fifth part of all the oare of Gold and Silver to remain to

Us Our Heyres and Successors) All Quarries precious Stones pearls ambergris and all fishings of what kind or kindes of ffish soever aswell pearle ffishing as others whether Royall ffishes as Sturgeons Whales or any other ffish by whatsoever name or names they or any of them are or shalbe called or knowne And all Such ffish whatsoever by him them or any of them to be taken And all and Singular profits benefits & commodities whatsoever happening growing or arising or to be happen grow or arise within or on the said tracts of land upon the Main/ and also within or on the said Islands or any of them and the Seas flouds waters lakes and rivers within the said tracts of land on the main or the Islands and coasts of the same or any of them/

And also all the advowsons and patronages of
Licence to found Churches Churches whatsoever to be erected within the said

tracts of the main land or Islands or any of them with licence and hability there to build and found Churches Chappels and Oratories in places fitting and convenient and to dedicate or consecrate the same or cause the same to be dedicated or consecrated according to the Ecclesiasticall lawes of this our Realme of England together also with all such and

as ample Jurisdictions prerogatives Royall rights
All regall rights granted with the premises royalties privileges ffranchises preheminences liberties powers Exemptions and immunities tem-

poralities and hereditaments aswell by Sea as land and aswell within the said tracts of land upon the main aswell within the said Islands or any of them and the coasts of or on the same or any part or parcell thereof as now are or at any time heretofore have been had used or enjoyed or

of right ought to be or to have been had used or enjoyed by the now or any former Bishop of Duresme within the Bishoprick of Duresme or the County Palatine of Duresme within Our Realme of England or that Wee or any of Our Progenitors have heretofore granted or mentioned to be granted unto the now or late Company of Virginia or to the Governor & Company of Adventurers of the City of Westminster for plantation of the Isle of Providence Henrietta and the adjacent Islands lying on the coast of America or to any other Company body politicque or corporate or to our right trusty and welbeloved Cecill Calvert Baron of Baltimore within our Realme of Ireland or any other Adventurer or Adventurers planter or planters of the Somer Islands Amazones or of any discoveries plantations or traficques of in or into any forreigne parts whatsoever and in as large and ample manner as if the same had herein been particularly mentioned and expressed although the same require otherwise more especiall words clauses & expressions And Wee doe

The King makes
the patentee ab-
solute Lord of
the province

for Us our Heyres and Successors by these presents make create and constitute him the said Captain Iohn Mason and his Heyres The true and absolute Lords and proprietors of the said portions or Tracts of Lands Islands and premises (except before excepted) Saving allwayes the ffaith and Allegiance and the Dominion directly due to Us our Heyres

The Habendum

and Successors To have hold possess and enjoy the aforesaid parts purports and portions of Lands Islands and Islets and all and Singular other the premises and also the reversion and reversions remainder and remainders thereof and of every part and parcell thereof dependant or expectant as aforesaid unto the said Captain Iohn Mason his heyres and assignes To the onely and proper Use and behoof of him the said Captain Iohn Mason his heyres and assignes for ever To be holden of Us our Heyres and Successors Kings of England as of Our Castle of Windsor in our County of Berks in ffree and Common Soccage by fealty

onely for all manner of Services and not in Capite nor by Knights Service And also paying to Us our Heyres and Successors one Quarter of wheate after the measure in England called Winchester measure yearly upon the ffeast day of Sainet Michael The Archangell to the hands of the officer or officers there in the parts of New England appointed for the receipt thereof And also the fifth part of all the Oare of Gold and Silver which shall happen yearly to be found gotten or obtained within the limits of the premises And that the severall parts and portions of lands & Islands soe described as aforesaid may be graced and dignified with Titles fitting Know yee that of our more ample Grace certain knowledge and mere motion Wee have caused the said Severall portions and tracts of lands and also the said Islands to be reduced into a Province And that out of the fullness of our power and prerogative for Us our heyres and Successors Wee doe erect create and incorporate the same into a Province and doe hereby name both the said tracts of Land upon the Main and the said Islands by the Generall name of the Province of New Hampshire and doe also hereby name the said parcell of Land containing Tenn Thousand Acres by the particular name of Masonia within the province of Newhampshire and soe to be called reputed and taken for ever hereafter And that all the said Severall parcels of Lands Islands and Islets shalbe reputed and taken as parts parcels or member of the said province of Newhampshire aforesaid furthermore know yee therefore That for Us our Heyres and Successors Wee doe give and grant full power by the tenor of these presents unto the said Captain Iohn Mason (of whose ffaith wisdome justice and provident circumspection Wee are very confident) and to his heyres for the good and happy government of the said province of Newhampshire to make what Lawes soever either pertaining to the publick state of the said province or to the private profit of all the Inhabi-

The Name of
the province |

The Lord of the
pro^v hath power
to make Lawes
with consent of
the ffreeholders

tants thereof according to his or their sound discretions by and with the consent and approbation of the freeholders of the same province or the major part of them or of their Legats or Deputies who Our will and pleasure is shalbe called together by the said Captain Iohn Mason and his Heyres or his or their Deputy or Deputies for the making

The Lawes to be
proclaimed un-
der the Seal of
the Lord of the
province |

of the said Lawes when and as often as need shall require and in the forme which to him and them shall seem best And to publish or proclaim the same under the Seal of the said Captain

Iohn Mason and his Heyres And Wee doe also give to him and them all manner of full power and authority duly to Execute the same upon all men within the said province and the limits of the same for the time being or under his or their Regiment and power either sailing towards it from England or from it towards England or to or from any other our Dominions or the Dominions of any Strangers whatsoever by imposition of mulets imprisonment or any other coercion And if need be and that the quality of the offence require it by deprivation of life or member by him the aforesaid Captain Iohn Mason and his Heyres or by his or their Deputies Leiutenants and Iudges Justices Magistrates Officers and Ministers according to the true intent and meaning of these presents to be appointed and made And also

power to appoint
Iudges &c.

power and authority to constitute appoint and ordain by Sea and Land any Iudges Iustices

Magistrates and officers whatsoever and for what cause soever and with whatsoever power and in the forme which to the aforesaid Captain Iohn Mason or his Heyres shall Seem best and to remitt relase pardon and abolish any crime or offences whatsoever committed within the limits of the said province either before Iudgement given or after Iudgement received and to doe all other things pertaining to or which shall or may concerne the accomplishment or execution of Iustice And also power to make and appoint Courts prætorian and tribunal and the formes of

Judgements and manner of proceedings therunto belonging although of them in these presents there be no express mention And also power to proceed upon hold and determine pleas in those Courts pretorian and tribunal in any actions Suites causes and matters whatsoever aswell criminall as civill personal real and mixt and pretorian by the Iudges by them to be chosen Which lawes soe as aforesaid to be published or proclaimed Our will and pleasure is and Wee doe Enjoine charge and command that in the most absolute forme of Law that may be indeavoured the same may be kept and inviolably observed in those parts of all men Our Subjects and leige people and the Subjects and Leige people of Our heyres and Successors as farre forth as they shall concerne them And that also under the paines in the same expressed and to be expressed Soe as that the foresaid Lawes be consonant to reason and not repugnant or con-

The Lawes must
be agreable to
the Lawes of
England |

trary (but as farr forth as conveniently may) be agreable to the Lawes Statuts Customes and Ordinances of this Our Reahne of England And because in the Government of soe great a province Suddain chances and occasions may happen unto which there wilbe a necessity of applying remedy before the freeholders of the said province or their legates or Deputies can be called together to the making of Lawes Neither will it be fitting continually in like cases arising to call together soe much people Therefore for the better Government of the said province Wee will and ordain by these presents for Us our heyres and Successors Wee doe grant unto the foreSaid Captain John Mason and his heyres That he the said Now Captain Iohn Mason and his Heyres by himself or by his or their Magistrates and officers in that behalf duly as aforesaid to be appointed shall and may make ordain and constitute ordinances fitting and wholsome from time to time within the said province to be kept and observed aswell for the preservation of the peace as for the better Government of the people there abiding and shall publickly notify the

same unto all persons whom it doth or may any wayes concerne Which ordinances within the said province Our will is shalbe inviolably observed under the pains therein expressed Soe as the same ordinances be agreeable unto reason and not repugnant or contrary but (as far forth as conveniently they may) be agreeable to the Lawes Statuts and Ordinances of our Realme of England and soe as the same ordinances extend not themselves unto the right and interest of any person or persons for or in his life member or freehold goods or chattels to be distrained constrained restrained bound charged or taken away in any manner And Wee are graciously pleased and for Us our Heyres and Successors Wee doe publish and declare grant and agree to and with the said Captain Iohn Mason and his Heyres for all times hereafter and for all causes That Wee our heyres and Successors will not make ordain nor appoint or otherwise (then as aforesaid) suffer or assent unto any Lawes or ordinances to be made ordained or appointed within or for the said province of Newhampshire nor suffer any Generall Governor by Us to be constituted to doe any Act by colour of any Commission to him granted or to have any power or authority thereby to doe anything which shall extend unto the right or interest of any person or persons within the said province for or in his or their life or lifes member or members lands or tene-ments goods or chattels whatsoever to be distrained con-

strained restrained bound charged or taken away

The power of
the Generall
Governor over
the province

And also that the said Governor from time to time to be constituted shall not have any power to extend his authority in any wise to hinder the

due Execution of any the Lawes which shalbe made from time to time within the said Province of Newhampshire according to the true intent and meaning of this Our present Charter And that all lawes or ordinances to be made contrary to the effect intent and true meaning of these presents shalbe void and shalbe holden for none Nevertheless our will and pleasure is that it shalbe lawfull by the tenor of

these presents to and for all the people there abiding and
 inhabiting from time to time to apply themselves
 unto Such a Generall Governor as from time to
 time shalbe constituted and sent over into the
 parts of New England aforesaid for the gov-
 ernment of the whole Country and Territory of New Eng-
 land aforesaid and the people there Who shall from time to
 time be chosen and appointed by Commission from Us Our
 heyres and Successors for that purpose And to appeale unto
 him in manner according unto or as neer as conveniently can
 be done to the order of proceedings in like cases within Our
 Realme of England for remedy (if there be cause) within
 ffourty Dayes after any Iudgment decree or sentence in any
 cause or causes given against them or any of them touching
 the matter of any such ordinance or ordinances as by Us our
 heyres and Successors under our Great Seal of England
 from time to time hereafter shalbe appointed for the better
 preservation and conservation of the peace better safety
 defence and Government of the said Country and Territories
 of New England and the people there If before such Iudge-
 ment Decree or Sentence the same ordinances shall not be
 received made and become the Law or Lawes of or within
 the said province of Newhampshire aswell as other the lawes
 of the said province and according to the manner of and for
 making of lawes there by Us herein appointed as aforesaid
 And that the said Governor shall have power by the tenor
 of these presents in manner according unto or as neer as
 conveniently may be done to the order of the proceedings in
 like cases within Our Realme of England by his final Iudge-
 ment Decree or Sentence to determine the matter (upon any
 Such appeal) according to Iustice and the true intent and
 meaning of such ordinances Moreover that the said province
 and the people that shall increase and have
 recourse to the same may be made more happy
 and prousperous and may be the more secure and
 free from the invasion of the barbarous people

Liberty to all
 men to appeal
 to the Gen^l
 Governor

Licence for all
 Psons to trans-
 port themselves
 into the P^{vin}.

and of other Enemies pirates robbers and Such as may threaten to make a prey of them hereafter Therefore for Us our heyres and Successors Wee doe give and grant by these presents licence and liberty unto all persons both Our Subjects and leige people for the present and the Subjects and leige people of our heyres and Successors in future time (except Such as shalbe Specially interdicted) to transport themselves and their families to the said province with convenient ships and company fitting And to plant inhabitt settle and continue there without any restraint or command to the contrary And also that no Ship nor marriner victuals ordnance artillery or habiliments of warr sett forth or imployed for any Such voyage or belonging to the said province of Newhampshire or to any the inhabitants thereof shall not at any time hereafter be stayed either at Sea or in

To build fforts
&c.

harbor unless it be for the necessary defence of Our Dominions only And Wee doe also grant unto them licence to erect and build fforts Castles

and flfortifications at the good liking of the said Captain Iohn Mason and his heyres and to furnish them at all points compleat for the publick defence and their owne The Statuts concerning flugitives or any other Statute to the contrary thereof in any wise notwithstanding And also Our will and

The province to
be in allegiance
to the King

All children
born therein are
free Denizens of
England & Ire-
land.

pleasure is and of our more free grace for Us our heyres and Successors Wee doe firmly give in charge ordain and command That the said province be in allegiance to Us and that all and Singular the leige people of Us our heyres and Successors drawne or to be drawne into the said

province and the Children coming by descent from them or from others whether now borne or hereafter to be borne may be and shall be free Denizens and the leige people of Us our heyres and Successors of Our Kingdoms of England and Ireland and in all things shalbe holden reputed and had as the faithfull leige people of Us our heyres and Successors originally Springing up within our Realme of England And

also may enjoy by discent purchase receive and take have hold buy and possess lands tenements revenues Services and other hereditaments whatsoever within our Realme of England and other Our Dominions of inheritance or otherwise and may use and enjoy the Same And may give Sell alien and bequeath the Same And also shall have and possess all the liberties franchises and priviledges of this Our Realme of England quietly and peaceably and may use and Enjoy the same as well as Our leige people born within Our Kingdome of England or taking their originall there without any impediment molestation vexation impeachment or greivance of Us our heyres or Successors whatsoever Any Statute act ordinance or provision to the contrary thereof Notwithstanding flurthermore that our Subjects may be invited to this expedition with alacrity of mind Know yee that of our Special grace certain knowledge and mere motion Wee doe give and grant aswell to the said Captain Iohn Mason and his heyres as unto all others from time to time inhabiting or having Commerce with the Inhabitants of the said province for the advancement of the profit of the said province licence to carry all and singular goods aswell moveable as immoveable horses Mares goates Swine asses and all other kinds of beasts and cattle and all wares marchandise and commodities of what kind soever and all other things whatsoever necessary for food or rayment or for manuring or tilling the Earth (By the Lawes and Statuts of o^r Kingdoms and Dominions not prohibited) unto any our ports or the ports of our heyres and Successors and to putt aboard and load them into any Ships and to export and transport the Same into the Said province of Newhampshire by himself or his or their Servants and assignes And also

**To transport all
Sorts of Armes** licence to export and transport any Armor ordnance powder shott artillery or any other habiliments of warr defensive or offensive for the publick benefitt defence and safety of the said province and themselves without any impediment of Us our heyres and Suc-

cessors or of any officer of ours or of our heyres and Successors Saving unto Us our heyres and Successors the impositions customes and other duties for the same things goods and Marchandise due and payable any Statute Act ordnance or other thing whatsoever to the contrary notwithstanding And because in such a remote Country seated amongst soe many barbarous Nations invasions may be feared aswell of those barbarous people as of other Enemies pirates and robbers Wee have likewise given and by these presents for Us our heyres and Successors Wee doe give power and authority unto the said Captain Iohn Mason and unto his heyres and assignes by him or them or his or their Captains and other officers over all men of what condition Soever or from whencesoever derived being within the Limits of the said

To pursue Enemies by Sea and land |

province for the time being To call them to their Ensignes to Musters and to take armes and encounter the Enemies or robbers infesting those parts and if God give victory to putt to flight

expell and chase them out of the said province and to pursue them by Sea and land beyond the Limits of the said province and to take them or any of them And the Captives by the Iustice of Warr to put to death or at their pleasure or for their service to preserve and keep And also by force of Armes to recover from any person or persons All such Lands Territories places Ships barques boates goods and

to make Reprisals

chattels as shalbe taken from them or any of them Or in defect of such recovery to releive themselves upon the parties doing injury or any

other of the same Nation or Nations by way of reprisals and taking their ships and goods and men or otherwise as they shalbe able for recompence and Satisfaction of any Such loss and damage as they or any of them shall sustaine in any such case and to doe and performe all things which to the duty and office of Captain Generall of an Army doe belong or have been accustomed to appertain as fully and freely as any Captain General of an Army hath had Our

will and pleasure is also and by this our present Charter Wee doe give power liberty and authority unto the said Captain Iohn Mason and his heyres as in case of Rebellion suddain tumult or sedition if any (which God forbid)

should happen to arise either upon the Land within the Said province or upon the main Sea in the Voyage Sailing towards the said province

or from the said province by him or them or his or their Captains Deputies or other officers under his or their Seals thereunto deputed unto whom also by the tenor of these presents Wee doe for Us our heyres and Successors give and grant most ample power and authority against all such insurrections and the seditious Authors thereof and against such as shall withdraw themselves from his or their Government raising warr Traytors fugitives Vagabonds or any of them being Delinquents contrary to the order custome and disciplin of warr That they may be handled and dealt with according to the Law of Armes as freely and in as ample manner and forme as any Captain General of an

Army by virtue of his office may use the same or hath been accustomed to doe furthermore least unto men honestly born and applying them-

selves to the present expedition and well deserving at our hands and of our Kingdoms both in peace and warr The way to hono^r and renowne might seem difficult and hard to find in soe remote and farr distant a Country Therefore for Us our heyres and Successors Wee doe give liberall and full power unto the aforesaid Captain Iohn Mason and his heyres to conferre favours and honours upon well deserving Cittizens and persons inhabiting within the said province And to dignify them with any titles and Dignities whatsoever (soe they be such as in England now are in use) according to his or their pleasure And also liberall and full power

to create villages into Burroughs and Burroughs into Citties and to constitute and appoint such and soe many ffaires and Markets in them

To use Martial
Law in case of
Rebellion

To conferre Ti-
tles of honour

To create Cit-
ties and Bur-
roughs

or any of them for the more conveniency of the Inhabitants and their continuance in those places and for the better settling and incorporating them with meet privileges and immunities and to doe all and Singular such other things whatsoever concerning the premises as to him or them shall seem to be most meet and convenient although they shalbe be such as of their owne nature doe require a more especial Commission or Warrant then in these presents is Expressed Our will and pleasure is also and by these presents for Us our heyres and Successors Wee doe give and grant unto the foresaid Captain Iohn Mason his heyres and assignes and unto all the Dwellers and Inhabitants of the said province of Newhampshire whatsoever both for the present and future times Licence by this Our Royall Charter to export and bring all manner of wares and marchandise whatsoever of the fruites and Commodities out of the said province either Land Commodities or Sea Commodities by him or them his or their servants ffactors or assignes unto any the ports of Us our heyres or Successors both of England and Ireland and freely to import and bring in and to unloade or otherwise dispose of the same and if need be to take and load againe in the Same Ships or in any other the same wares within one years continuance after the unloading therof and shalbe able to export and deport them into what Countries they please either ours or fforreigne in amity with Us our heyres and Successors freed and discharged by the Tenor of these presents of and from the payment of any Customes Subsidies taxes or duties other then the payment of ffive pounds p Centum only according to the ancient trade of Marchandise heretofore used for wares marchandise and commodities due & payable unto Us our heyres and Successors And our will and pleasure is and for Us our heyres & Successors by the tenor of these presents Wee doe publish and declare that for and upon the paym^t of the said ffive pounds p Centum Wee doe freely exonerate acquitt and discharge the same Wares goods and Marchandise soe to be

imported transported or exported as aforesaid And Wee doe hereby Streightly charge and command our Lord Treasurer under Treasurer or any Commissioners for our Treasury the Barons of our Exchequer and all other our officers Customers and Ministers for ever hereafter upon the veiw of this Our Royall Charter or the Inrolment thereof to Exonerate and acquitt the same according to the Tenor of this our Royall Grant beyound which Wee will not greive the inhabitants of the said province of Newhampshire nor any of them And furthermore of our more especial Grace certain knowledge and mere motion for Us our heyres and Successors Wee doe grant unto the said Captain Iohn

To Erect ports
& kayes for
Shipping goods.

Mason his heyres and assignes full and absolute power and authority to make erect and constitute within the province aforesaid such and soe

many Sea ports keys for shipping creeks and other places of lading or unlading and laying downe or landing of goods and Marchandise out of Ships boates and other vessels and to loade in the same and in such and soe many places and with such rights Iurisdictions liberties and privileges to the same ports belonging as unto him or them shall seem most expedient and that all and Singular Ships boates and other vessels whatsoever by reason of traffick or marchandising going and coming to and from the said province shalbe laden and unladen at those ports soe by the said Captain Iohn Mason his heyres and assignes to be erected and appointed as aforesaid and not elsewhere any use custome or any other thing to the contrary thereof Notwithstanding Moreover our will is and Wee doe appoint and ordaine and

Tolls & Subsidies to the Lord
of the province

by these presents for Us our heyres and Successors Wee doe grant unto the aforesaid Captain Iohn Mason his heyres & assignes from time to time for ever To have and enjoy all such Tolls and Subsidies in the ports and keys for Shiping and all other Creeks and places aforesaid within the province aforesaid payable and arising for the marchandise and goods there

to be loaden and unloaden as by the said Captain Iohn Mason and his heyres within the said province from time to time as cause or occasion shall require shalbe reasonably assessed in that behalf unto whome by these presents for Us our heyres and Successors Wee doe give power for any just cause by due proportion to assess and tax Tolls and Subsidies there as aforesaid And furthermore of our Special grace certain knowledge and mere motion Wee have given granted and confirmed and by these presents for Us our heyres and Successors Wee doe give grant and confirme unto the foresaid Captain Iohn Mason his heyres and assignes full and absolute licence power and authorrity That the aforesaid Captain Iohn Mason his heyres and assignes from time to time for ever hereafter at his and their free will and pleasure shall or may assigne alien grant dimise or Enfeoffe soe many Such and soe great parts or parcels of the premises to any person or persons willing to purchase the same as he they or any of them shall find convenient To have and to hold to such person and persons as shalbe willing to take or purchase the same to them and their heyres and assignes in ffee simple ffee taylor or for terme of life or lifes or for yeares To be holden of the said Captain Iohn Mason his heyres and Assignes by Such and Soe many and soe great Services customes and Rents as unto him the said Captain Iohn Mason his heyres and assignes shall Seem good and pleasing and immediately of Us our heyres and Successors And unto the same person and persons and to every of them Wee doe give and for Us our heyres and Successors Wee doe grant Licence and authority and power That such person and persons the premises or any part or parcell thereof of the abovesaid Captain Iohn Mason his heyres and assignes may receive and take and may hold to him and his assignes or to his heyres of any estate of inheritance in ffee simple or ffee taylor or otherwise as unto them and the now Captain Iohn Mason his heyres

To assess Taxes
and Subsidies |

To grant estates
& a confirma-
tion |

and assignes shall seem expedient The Statute made in the parliament of King Edward the Sonn of King Henry late King of England Our progenitor commonly called the Statute of Quia Emptores terrarum in our Realme of England in times past made or any other Statute Act ordinance use law or custome or any thing clause or matter to the contrary thereof heretofore had made ordained or provided in any wise notwithstanding And unto the said Captai Iohn

To erect Courts
Baron

Mason and his heyres Wee doe for Us our heyres and Successors grant licence by these presents to create into Mannors any particular lands within the said province and in every Severall Mannor to have and hold Severall Courts Baron and to doe and performe all things which to a Court Baron belongeth And also to have veiw of frank pledges for the conservation of the peace and the better government in those parts by him or them or his or their Stewards When those Mannors shalbe constituted being Lord or Lords of those Mannors for the time being and to have and use all things which to the veiw of frank pledges doe belong or appertain And furthermore our will is and by these presents for Us our heyres and Successors Wee doe covenant grant and agree to and with the afore-said Captain Iohn Mason his heyres and assignes That if he or they shall at any time hereafter upon any doubt which he or they shall conceive concerning the Strength of this Our present Grant be desirous to renew the same from Us our heyres and Successors with amendment of Such imperfections and Defects as shall appeare fitt and necessary to be

The King cove-
nants to make
better assurance
if desired

performed and amended by Us our heyres & Successors That then upon the humble petition of the said Captain Iohn Mason and his heyres Such further and better assurance of all and Singular the said tracts and portions of Lands Islands and premises and of all and Singular other the privileges herein mentioned to be granted shall from time to time by Us our heyres and Successors according to the true intent of

these Our Letters patents be granted unto the said Captain John Mason his heyres and assignes as by Our Attorney Generall or Sollicitor Generall of Us our heyres and Successors for the time being and the learned Counsell of the said Captain John Mason his heyres & assignes shalbe reasonably devised or advised And furthermore our will and pleasure is and by these presents for Us our heyres and Successors Wee doe covenant and grant to and with the foresaid Captain John Mason his heyres and assignes That wee our heyres and Successors will not impose at any time hereafter any impositions or customs or other taxations how Small Soever or any other contributions whatsoever nor doe nor cause to be imposed in or upon the dwellers or inhabitants of the foresaid prouince of Newhampshire for their goods lands or Tenements within the same province or upon any Lands Tenements goods or chattles within the said province or in or upon any the goods or marchandise within the said province or within any of the ports or Ships Keys of the said province to be laden or unladen And that this our Declaration in all Courts Judgement Seats and before any the Iudges of Us our heyres and Successors shalbe sufficient for the Exemption freedom and acquitting thereof from time to time to be received or allowed And Our pleasure is and for Us our heyres and Successors Wee doe will and command giving in charge unto all and Singular officers and Ministers of Us our heyres and Successors injoining them on pain of our high displeasure That they doe not presume to attempt any thing to the contrary of the premises at any time or goe against the same by any means but shalbe aiding and assisting unto the said Captain John Mason and his heyres and to the aforesaid inhabitants of the said province called the province of Newhampshire or of any part or parcell thereof and the Marchants aforesaid their Servants ministers ffactors and assignes in the fullest use and fruition of this our Charter and the benefitt thereof att all times as it becometh them

None to attempt
any thing against
the tenor of this
Charter

The province is
ordained to be
in Subjection to
the Crowne of
England |


And our will is also and for Us our heyres and Successors Wee doe declare and ordaine That the said province of Newhampshire shalbe immediately Subject to our Crowne of England and dependant upon the Same for ever And if it shall happen that any doubt or questions shall hereafter arise about the true sense and meaning of any word clause or Sentence in this our present Charter contained Our will is and Wee doe charge and command that in all interpretations to be made thereof in all Our Courts & Judgement Scates the Same shalbe taken and adjudged most beneficiall and favourable unto and for the Said Captain Iohn Mason his heyres and assignes provided alwayes that noe interpretation be made whereby the Sacred word of God and true Christian Religion or the Allegiance due to Us our heyres and Successors may receive or suffer any prejudice diminution or disgrace And lastly Our will and pleasure is and by these presents Wee doe publish and declare and for Us our heyres and Successors Wee doe grant and agree to and with the said Captain Iohn Mason his heyres and assignes That these our Letters patents and all and Singular grants Clauses and things therein contained shalbe and continue firme Strong and effectual in Law and shalbe construed reputed and taken aswell to the intent and meaning as to the words of the Same most gracious and favourable and to the benefit of the said Captain Iohn Mason his heyres and assignes any omission misinformation or defects in these presents or any Lawes Statuts or other clauses or matters to the contrary Notwithstanding and although express mention be not made of any guifts or Grants by Us or any of our progenitors or predecessors to the foresaid Captaine Iohn Mason his heyres and assignes heretofore made And Notwithstanding the misreciting or not rightly and truly reciting of any Letters patents Grant or Grants heretofore made of the premises or of any part thereof or of any particular thing therein contained or Notwithstanding any misnaming or not

nameing of any the said Lands Island or Islands or any of them or the places degrees or coasts wherein or whereupon they be or any Statute act ordinance provision proclamation or restraint to the contrary thereof heretofore had made ordained or provided or any matters clause or thing whatsoever to the contrary in any wise Notwithstanding In Witness &c Witness Our Self at Westminster the Nineteenth Day of August 1635 and in the Eleaventh year of Our Reign/.

This is a true Copie examin'd
 & attested by
 Ric : Chamberlain
 Secretary of y^e Province of
 New : Hampshire & Clerk
 of His Ma^{ties} Councill there.

Richard Chamberlain was himself a Counsellor of the Inns who had been recommended for his familiarity with law,¹ one not likely to be deceived in the minutiae of his own profession, a man of strict probity, who must have had the original charter before him before he would have attested this copy after examination.

Another of the documents, being the twelfth in the series above described, is here given space, because of its material bearing upon the unwritten history of Maine. It was made use of in the suit *Allen vs. Spencer*, tried at Wells, 1704.

 **his Indenture** made the Seaventeenth day of September Anno Domⁱ 1635 and in the Eleaventh yeare of the Reigne of Our Sovereigne Lord Charles by the grace of God King of England Scotland ffrence and Ireland Defender of the ffaith &c Between Sir fferdinando Gorges of London knight on the One part and Captain Iohn Mason of London

¹ 3 Palfrey's New England, 406 n.

Esquire on the other part Witnesseth That whereas our late Sovereign Lord King Iames of Blessed memory by his highness Letters patents under the Great Seal of England bearing date at Westminster the Third day of November in the Eighteenth Yeare of his highness reigne over the Realme of England ffor the considerations in the same Letters patents expressed hath absolutely given granted and confirmed unto the Councill established at Plimouth in the County of Devonn ffor the planting ruling ordering and governing of New England in America and to their Successors and assignes for ever All the Land of New England aforesaid lying and being in breadth from ffourty Degrees to ffourty Eight Degrees Northerly Latitude inclusively Together with all firm lands Soyles grounds havons ports rivers waters ffishings hunting hawking ffowling and all mines and minerals aswell Royall mines of Gold and Silver as other mines & minerals and all and Singular other commodities Jurisdiccions Royalties priviledges and preheminences as by the said Letters patents amongst diverse other things therein contained more at large it doth and may appeare And Whereas the said Councill established at plimouth in the County of Devon ffor the planting ruling ordering and governing of New England in America of the One part and the said Sir fferdinando Gorges of London knight on the other part ffor the considerations in the Same Indenture contained have given granted aliened barganed sold Enfeoffed and confirmed unto the said Sir fferdinando Gorges his heyres and assignes for ever All that part purpart or portion of the main land of New England aforesaid begining at the Entrance of pascataway harbour and soe to pass up the same into the river of Newichewanock and through the same unto the ffurthest head thereof and from thence Northwestwards till Sixty miles be finished And from pascataway harbour aforesaid Northeastwards along the Sea coast to Sagadahock and up the river thereof to the river of Kenebeck and through the Same unto the head thereof and soe up into the land Northwestwards untill Sixty

miles be finished from the mouth or Entrance of Sagadahock from which period to cross over land to the Sixty miles End formerly accompted up into the Land from pascataway harbour through Newichewanock River (which amongst other Lands are granted unto the said Sir Ferdinando Gorges) Together with all mines and minerals aswell royall mines of Gold and Silver as other mines and minerals precious Stones Woods marishes rivers waters fishings hawking hunting and fowling and all other Royalties Jurisdictions privileges preheminences profits and commodities whatsoever with all and Singular their appurtenances with all other privileges liberties and immunities which shall or may arise within the said Limits and precincts aforesaid as by the Said Indenture more at large it doth appeare Now therefore this Indenture further Wittneseth That the Said Sir Ferdinando Gorges for diverse good causes and considerations him hereunto especially moving hath granted aliened bargained Sold enfeoffed and confirmed and by these presents doth grant alien bargain Sell enfeoffe and confirme unto the Said Captain Iohn Mason his heyres and assignes All that part or portion of land begining at the Entrance of Newichewanock river and Soe upwards alongst the Said river and to the furthest head thereof and to containe in breadth through all the length aforesaid Three miles within the land from every part of the said River and half way over the said river Together with all and Singular harbours creekes marishes woods rivers waters lakes mines and minerals aswell royal mines of Gold & Silver as other mines and minerals precious Stones fishings hawking and fowling and all other royalties Jurisdictions privileges preheminences profits commodities and hereditaments whatsoever with all and Singular their and every of their appurtenances with all other privileges liberties immunities escheats and casualties thereof which shall or may arise within the Limits and precincts aforesaid To be holden of his Majesty his heyres and Successors as of his highness Mannor of East Greenwich in the County of Kent

in free and Common Socage and not in Capite or by knights Service yeelding and paying to his Majesty his heyres and Successors the fifth part of the Oare of Gold and Silver that from time to time and at all times hereafter shalbe there gotten had and obtained ffor all services duties and demands as in and by the said recited Letters patents are reserved To have and to hold all the said part or portion of Land and all other the said bargained premises with their and every of their appurtenances unto the said Captain Iohn Mason his heyres and Assignes To the onely and proper use and behoof of him the said Captain Iohn Mason his heyres and assignes for ever And to be injoyed as fully freely and in as large ample and beneficiall manner and forme to all intents and purposes whatsoever as he the said Sir Ferdinando Gorges by virtue of the said recited Indenture might or ought to have hold and enjoy the same or any part thereof In Wittness whereof the said parties to these present Indentures interchangeably have Sett their hands and Seals the Day and Yeare first above written

Sealed and Delivered

ferd. Gorges.

in the presence of

Mathew Bradley

Roger Beal

Iohn Moor/ Ser.

This is a true Copie

Edw Cranfield/

B : Sargeant.

Rich : Povey.

I am under obligations for valuable hints, of which I have availed myself, to Mr. H. W. Richardson, of the Maine Historical Society, to Hon. Charles H. Bell, of Exeter, N. H., and to Mr. John Ward Dean, of Boston.

WM. M. SARGENT.

REGISTER'S CERTIFICATE.

State of Maine.

COUNTY OF YORK, ss:


This may certify that the following printed volume is a true copy of the second book of records of the Registry of Deeds for this County; that I have read and compared the same with the original records; and that all accidental variations that have been detected are noted in the table of errata on the following page.

Attest :

Justin M. Leavitt

Register of Deeds for York County.

ERRATA.

 The sign — is used below, when the line indicated is numbered backward from the end of the folio.

Folio	2 line	14	for	the 8th	read	8th
8		59	after	alsoe	insert	all
15		46	"	Pattents	"	may
22		14	"	prinilledges	"	whoever
27		—5	"	outward	"	earthly
37		32	for	Considerations	read	consideration
34		15	after	heyres	insert	executors
38		40	"	heyres	"	executors
42		50	"	use	"	intent
42		—1	"	affection	"	which
44		9	"	intent	"	or
44		27	"	Cummitted	omit	&
50		33	"	his	insert	&
50		43	"	done	omit	or to be had mad committed
63		37	"	six	insert	miles [suffered or done
64		24	"	and	"	for
64		—12	"	younger	"	and
65		34	"	therewith	"	to
69		2	"	Madeuer	repeat	of
86		25	"	along	insert	by
92		44	after	Febru:	insert	70
92		—2	for	y ^e	read	y ^e
119		40	"	of	"	the
122		—12	"	aforesd	"	&
127		17	for	these	read	the s ^d
127		41	after	executors	insert	Administrators
128		29	"	Acers	repeat	to make
130		52	"	sould	insert	granted
132		—24	"	them	"	or either of them
133		11	"	within	"	written
137	passim	for	Riddigoe		read	Riddigoe
138		30	after	nuch	insert	that
158		—19	"	Junjor	"	now
159		51	for	the	read	his
159		—26	after	house	insert	now
159		—18	"	decease	"	my
163		14	for	harmeless	read	harmess
163		—37	"	y ^{ro}	"	y ^{ro} to
166		—44	"	Ater	"	After
167		23	"	Kettie	"	Kettle
167		62	after	money	insert	or
172		87	for	doth now	read	now doth
172		—8	before	from	insert	&
173		—40	after	Phillips	"	& Bridget
174		—56	"	tytle	"	right
178		6	"	Preell	"	there
179		37	"	Acers	"	&
182		44	"	&	"	at
183		17	"	hee	"	nor
187		80	"	lufeoff	"	aliene
188		—57	for	Gyney	read	Gydney
188		65	after	ReCords	repeat	of
189		5	"	have	insert	the
189		—54	for	of of	read	of
189		—29	after	fully	insert	to
191		48	before	Abumhaman	"	the mark of

YORK DEEDS.

[1] A deposition of Nicholas Frost aged about sixty
yeares/ or thereabouts/

Nico Frosts
Deposition

This Deponent sayth, that about sixteen or
seaventeen yeares since, Thomas Crockett had
possession of a necke of Land In Spruse Cricke,
lijng on the North side of the Cricke, against his feild, that
hee now hath. His possession was had by falling Tymber &
Clearing ground, and made preparation to build an house
vpon the sd Land/ & further sayth not/ Taken vpon oath
before mee Nicholas Shapleigh/

this 30th of the 4th 1658 :

vera Copia transcribed out of the originall, & there with
Compared this 12th day of Febru : 1665 :

p Edw : Rishworth Re : Cor :

The Deposition of Robert Mendum/

Being sworn sayth, twelue or 13 years since Thomas
Crockett & Thomas Beeson did fall Tymber to Saw vpon
the necke of Land over against Thomas Crocketts feild/ &
further sayth not/ Dated the 29th day of the 4th Moenth
1658 : Sworn before mee Thomas Withers/

A true Coppy of Robert Mendums Deposition tran-
scribed out of the originall & therewith Compared
this 12th of Febru : 1665 p Edw : Rishworth Re : Cor :

The Deposition of Nicholas Frost aged about seaventy
yeares/ Testifyeth that Mr Thomas Gorges did give vnto
Thomas Crockett the Necke of Land that lyeth over against
the feild of Tho : Crockett, with in Spruse Cricke, with in

BOOK II, FOL. 1, 2.

the Town of Kitterie/ Which Land was given by Mr Gorges eighteen or nineteen years since, or thereabouts/ Taken vpon oath before mee this 16th of Aprill 1662: Nic: Shapleigh/

A true Coppy of Nicho: Frost his Deposition transcribed out of y^e originall & y^e with Compared this 12th day of Febru: 1665 p Edw: Rishworth Re: Cor:

The Deposition of Joane Andrews aged about 40 yeares/ Being sworn sayth, that about 15 or sixteen years agoe, haueing Occasion to bee at Thomas Crocketts when his wife was ready to ly down, of one of her children, & shee being In wantt of helpe at that tyme, desired this Deponent to Call her husband who was at worke In his ground, w^h vpon shee went into Tho: Crocketts feild, & Called over to him who was chopping of wood, & burneing of brush on the Necke of Land on y^e other side spruse Cricke, over against his feild on this side the sd Cricke, & this Deponent demanding of him what hee was a doeing, hee answered hee was clearing that Necke of Land, for a feild & if hee lived Intended to sett an house there/ & further sayth not/

Taken vpon oath this 25: of February 60: before mee Edw: Rishworth Assotiate/

[2] A true Coppy of Joane Andrews her Deposition with in written transcribed out of the originall & there with Compared this 12th d: of February, 1665: p Edw: Rishworth Re: Cor:

The Deposition of Richd Burgess/
Who testifys that before Mr Thomas Gorges went out of this Countrey for England, hee heard the sd Mr Gorges & Mr Richard Vines give & grant vnto Thomas Crockett the

BOOK II, FOL. 2.

Neeke of Land Which is over against the sd Crocketts
planting feild/ Which Neeke of land lyeth over y^e North
side of Spruse Cricke/ & likewise they gaue Mr Gard order
to record the aforementioned Neeke of land for the aforesd
Tho : Crockett/ Taken vpon oath before mee this 4th of
the 8th 61 : Nic : Shapleigh/

A true Coppy of Richard Burgess his Deposition tran-
scribed out of y^e originall & there with Compared this
14th day of Febru : 1665 p Edw : Rishworth Re : Cor :

I William Palmer testifie, that I Came to fetch Thomas
Crockett to worke with mee about eighteen or 19 years
since, & I found him Cutting of wood In spruse Cricke
vpon a Certen Neeke of Land w^{ch} is in controversy between
Ryse To^mass & Thomas Crockett/ this is what I William
Palmer testifieth/ & hee tould mee William Palmer that hee
would Cleare Land & plant there/

Sworn this 6 : of the 7th 61 : before mee Thomas Withers/

A true Coppy of this Deposition aboue written transcribed
out of y^e originall & there with Compared this 14th d : of
Febru : 1665 p Edw : Rishworth Re : Cor :

That w^{as} there was a Certen Neeke of Land,
Kittery Town granted by the Select Townsmen for Kittery, In
To the yeare 1652 : vnto Ryse Tommass & was not
Rice Thomas Recorded ; It was therefore agajn granted by the
select Towsmen for Kittery, the 4th day of Decembr 1655 :
vnto the sayd Ryse To^mass, his heys or assigns for ever/ the
Neeke of Land lijng within the Spruse Cricke, & vpon the
South West side, & It is the Neeke of Land that lyeth on
the further side of the Cricke, that runns behind Mr Gun-
nissons house/ provided It bee in no former grant/

BOOK II, FOL. 2.

A true Coppy taken the 10th of August 1663 : p me
Humfrey Chadborn Town Clericus/

A true Coppy of this Town Grant aboue written transcribed out of the originall this 14 : Febru : 1665 : & there with Compared p Edw : Rishworth Re : Cor :

Att a Town meeteing at Yorke the 24th of July 1663 :

Itt was appoynted by the Inhabitants that
York Town Goodmā : Snell should haue a Lott of Land layd
To out by the Towns men/
George Snell

A true Coppy of the Record/

Peter Weare Town Clarke/

Wee whose names are here vnderwritten, being appoynted by the Town of Yorke, to lay out lands for the Inhabitants of the sd Town, by order from whom Wee haue measured & layd out for George Snell tenn Acers of vpland, with 2 or three small Percells of Marsh thejr Included, lijng & being on the South side of Mr Gorges Cricke/ provided that not any other man hath any just right there vnto ; Which Lott of Land runneth South East from the Cricke side/ Whereof Wee haue given the aforesd Geo : Snell possession, at the day & date here of/ In testimony where of, Wee haue here vnto affixed our hands, this 11 : day of Octobr 1665 :

John Davesse

Henery Sayword/

A true Coppy of the grant of a Lott given to George Snell by the Town, as alsoe of such who layd out y^e same to the sd Snell, & gaue him possession of it by the Towns appoyntment/ transcribed out of the originall, & there with Compared this 30th of Aprill 1666 : p Edw : Rishworth

Re : Cor :

Book II, Fol. 2, 3.

Province of Mayn/

Kittery In the Countie of Yorke in the year 1664

Aprill the 4th/

Tho: Withers

To

Jn^e Fennick

Know all men by these Presents, that I Thomas

Withers of Kittery, in the County aforesd hath

barganed & sould vnto John fennicke a tract of

Land In Spruse Cricke Contayneing twelue Acers, Joyneing

to a necke of Land Called pine poynt, on the South side, &

on the North side with a Necke, on the West side

with y^e Cricke of water: For & in Consideration of Tenn

pounds In hand payd/ to haue & to hould the twelue Acers

of Land as aforesd, six acers breadth by the water side & soe

to goe vp in y^e woods vpon the same breadth vntill the

twelue acers be measured vnto him/ & to hould all the

p^rmisses vnto the sd John fennicke, his heyres executors

administrators & assigns for ever, from the sd Withers his

heyres executors administrators or assigns for ever; More I

do hereby bind my selfe my heyres, executors administra-

tors or assigns, to defend the sd John fennicke from all

Persons or Prson that shall haue or lay any right or Title to

this twelue acers of Land that I haue sould to John fennicke

wherevnto I haue sett my hands & seals

Witness the marke **R M**

of Robert Mendum/

Jonathan Mendum/

Tho: Withers (^{his}seal)

A true Coppy of this Instrument

aboue written, transcribed out

of the originall this 4th of June

1666: & there with Compared/

p Edward, Rishworth Re: Cor:

[3]

Province of Mayn/

This Deed made the twentieth day of March 1644: between
Richd Vines Stuard Generall for Sir Fardinando Gorges In

BOOK II, FOL. 3.

Rich^d Vines
Gorges Ag^t
To
Thomas Withers

y^e Province of Mayn on the one party, & Thomas Withers of Pischataq on the other Party, witnesseth. Know you therefore that I Richard Vines Stuard Generall aforesd, haue barganed & sould vnto Thomas Withers, for & in Consideration of Tenn pounds Sterlg already payd vnto mee Richd Vines, by the sd Thomas Withers, & other good considerations mee here vnto esppecially moueing, a Certen tract of vpland & Meddow contayneing six hundred Acers, lieng & being at y^e head of spruse Cricke, at the Marsh where the sayd Thomas Withers haue formerly been possessed of, by Mr Thomas Gorges, & made vss of bounded with two other Cricks one on the Easter side, & the other on the wester side, vntill the sd six hundred acers bee accomplished, with all the Tymber & priuiledges w^hsoever belongeth there vnto, for the onely vsse of hee the said Thomas Withers, his heysr executors administrators & assigns for ever/ Yeilding & paijng yearely vnto Sir Fardinando Gorges or his assigns five groats a yeare if demanded on the Twenty Nineth day of Septemb^r/

And furthermore, I the sd Richd Vines Stuard Generall for Sir Fardinando Gorges, do ratify & Confirme all the sd p^rmisses, vnto the onely vss & behoofe of hee the sd Thomas Withers, his heysr & assigns for ever/ In witness w^hof I haue herevnto sett my hand & seal the day & yeare aboue written/

Signed sealed & Delive^rd

Richard Vines/

In the Presence of vs/

(his
seal)

William Waldern

Alexand^r

Joanes his **A** Marke

A true Coppy of this Instrument
aboue written transcribed out
of the originall & there with
Compared this 7th day of June
1666 : p Edw : Rishworth

Re : Cor :

These Presents do witness that I James Mills now of Lynn, & lawfull heyre vnto Robert Mills formerly deceased,

BOOK II, Fol. 3.

James Mills
To
James Grant

w^hy I do become the true & lawfull owner of a Certen Tract or quantity of Meddow w^hof my father Robert Mills had the lawfull possession, which meddow with all the priviledges & appurtenances app^rtayning therevnto, In consideration of payment, already made to mee y^e sd Mills, by James Grant; do sell, bargan, give grant & Confirme, y^e same to him, & his heyres for ever/ The sd Meddow being bounded as followeth, vidz: lijing on the Northermost side of the South West branch of the River of Yorke, being bounded with the Marsh of Leeft^e Charles Frost on the North side, & Geo: Parkers Marsh on the South West side, Contayneing the quantity of two Acers of Meddow being more or lesse/ to haue & to hould to the aforesd James Grant, to his heyres & assigns for ever/ for the more full assurance & Confirmation w^hof, I the sd James Mills do hereby Ingage my selfe heyrs & assigns to make good the iust title of the aforesd Meddow, from all titles Clayms & Incomberances, from my selfe or any p^rtending right thereunto in my name, or from my heyres & assigns for ever/ & to defend the title thereof aganist all other Person or P^rsons w^hsoever vnto y^e aforesd James Grant to his heyrs & assigns for ever/ I do likewise give pouer In my behalfe vnto Robert Knight & John Twisden to give the sd Grant possession of the sd Meddow by thejr first convenience/ for the true p^rformance of the p^rmisses I do here vnto sett my hand & seal this 4th day of May, Año : Doñ : 1666 : In the 17th year of our Soveraigne Lord the King/

Signed sealed & delive^rd


In the Presence of,

John Davess/

Robert Knight his

Marke/ **R**

James Mills his

Marke  (his seal)

James Mills acknowledgeth this nstrument with in written, to bee his Act & deede vnto James Grant the 4th of June 1666 : before mee Edw Rishworth

Just pe :

BOOK II, FOL. 3, 4.

A true Coppy of this Instrument or deede aboue written transcribed out of the originall & y^rwith Compared, this 8th day of Jvne : 1666 : p Edw : Rishworth Re : Cor :

[4] These Presents do testify that I Miles Pyles of Dortmouth, in the County of Deavon In ould England
Miles Pyle Mariner, & at Present Resident on Hog Yland, on
To the Ysles of Shoals In New England, for & In
Rev. Haynes Consideration of eighty Quintells of M^{ch}andable
fish to mee In hand payd before the Insealing hereof, by
Robert Hayns of Hog Yland, on the Yles of Shoals fisher
man, the receipt w^{of} I do hereby acknowledg, & my selfe
there with fully satisfyd, contented & payd, & y^r of, & of
every part & Parcell do for mee, my heysr executors admin-
istrators, & assigns, & for every of them, fully & absolutely
acquitt exonerate release, & discharge him the sd Robert
Haynes, his heysr executors administrators & assigns, do
acknowledg to haue barganed, & sould, & by these Presents,
do bargan sell alliene assigne & sett ouer vnto him the sd
Robert Haynes his heyres executors administrators or as-
signes, all that my Late dwelling house, with the leantwo
adioyneing to it, & the Eastward halfe of my garden, as It
is now fenced In, & the small stage on the Easterne side of
the great stage, as It is now fitted, with a little house
adioyneing to y^e Eastward end of the Storre house/ alsoe a
moreing place with y^e Cable now there vnto belonging, alsoe
all the flakes or fishing Rowmes on the Earsterne side from
the Brew house to John Odihornes rowme, late In the
tenour & occupation of my selfe & now in the tenure or
occupation of him the sd Robert Haynes, with all the priui-
ledges & appurtenances there vnto belonging ; To haue & to
hould all the before mentioned houses garden, Stage more-
ing, Cable flakes or fishing rowmes with free Ingress, egress,
& regress, in & out of the same, vnto him the sd Robert
Haynes, his heyres executors, administrators or assigns for
ever. And the sd Miles Pyles for him selfe his heysr execu-

BOOK II, FOL. 4.

tors, administrators & assignes, & for every of them do further promiss, vnto the sd Robert Heynes his heyres, executors, administrators or assignes at the tyme of the Insealing hereof hee stands ceazed & possessed of a good estate In fee symple of all y^e before mentioned premisses, & hath not at any tyme heretofore Morgaged or sould the same, or any part there of to any Person w^hsoever, nor hath done nor suffered any Act or thing to the violateing, or Incombranceing his estate of fee symple thereto/ & the sd Miles Pyles for him selfe his heyres executors Administrators & assignes, & for every of them doth further Covenant promiss & grant to & with him the sd Robert Haynes his heyres executors administrators & assignes & every of them to defend the title thereof, vnto him y^e sd Robert Haynes, his heyres executors administrators or assignes, against all Persons whatsoever, whither In ould England or In New England, & the sd Miles Pyle for him selfe, his heyres executors administrators or assignes, doth further Covenant promiss & grant to & with him the sd Robert Haynes his heyres &c: that hee y^e sayd Robert Haynes, heyres, executors administrators or assignes, shall at all tymes hereafter, well, quietly, & peaceably haue, hould, occupy, possess & Inioy, all the forementioned Premisses, with out y^e Lawfull Lett trouble or molestation of him the sd Miles Pyle, or any by his procurement/

In witness w^hof the sd Miles hath herevnto sett his hand & seal/ Dated On hogg Yland aforesd this seauenth day of July Anno Domⁱ: one thousand six hundred sixty & five, In the seauenteenth year of our Sovraign Lord Charles the secund King of England, Scotland, France, & Ireland Defend^r of the faith 1665 :

Signed sealed & delivered

Miles Pyle (^{his} seal)

In the Presence of us/

Joseph Morse

Ric : Styleman Secre^ty/

A true Coppy of this Deed aboue written transcribed out of the originall & there with Compared this 20 : June : 1666 :

p Edw : Rishworth Re : Cor :

BOOK II, FOL. 4, 5.

Pile To Hayns Bee It known vnto all men by these Presents
that I Miles Pile of Dortmouth In the County of
Deavon Mariner, & now resident In Hogg Yland on the Yles
of Shoals In New England, do acknowledg my selfe to ow &
to bee Indebted vnto Robert Haynes of Hog-Yland on the
Yles of shoals In New England fisherman the some of six
score pounds of Current money of England, to bee payd
vnto y^e sayd Robert Haynes, his heysr executors adminis-
trators or assigns vnto the which payment well & truly to
bee made & done I bind mee mine heysr, executors, admin-
istrators or assigns firmly by these Presents/ In witness
w^of I haue here vnto sett my hand & seal dated on Hogg
Yland aforesd this seaventh day of July Anno Domⁱ: One
thousand six hundred sixty & five, & In the seaventeenth
yeare of the Reign of our Sovereign Lord Charles the second
King of [5] England, Scotland, France & Ireland Defend^r
of the faith &c: 1665:

The Condition of this obligation is such, that If the aboue
bound Miles Pyle, his heyres executors administrators or
assignes or any of them do well & trvely fullfill Performe
& keepe all the Covenants promises & grants, Contayned
mentioned & specyfyd, in a Certen bill of sayle made from
the sayd Miles Pyle vnto the aboue named Robert Hayns
beareing date y^e day of the Date here of, that then y^t this
obligation to bee voyd, & of none æffect, or else to bee
abide & remajne, In full force pover & vertue/

Signed sealed & Deliveřd

Miles Pile (^{his} seal)

In the Presence of vs/

Joseph Morse/

A true Coppy of this Instrum^t

Ric: Styleman Seer^ty/

aboue written transcribed

out of the originall & y^rwith Compared this 20th d: of June
1666: as Attests Edw: Rishworth ReCor:

Att a Court houlden at Yorke for y^e Province of Mayn

June: 12: 1666:

Robert Knight
& Jn^o Alcock
Test

Robert Knight, & John Allcocke doe Attest
vpon thejre oaths, that James Mills is the lawfull

sun & heyre of Robert Mills deceased, who lately sould a Certen small Parcell of Meddow vnto James Grant of Yorke, which formerly was the Marsh of his father, Robert Mills his Marsh/

Taken vpon oath In Court this 16 : day of July 1666/

p Edw : Rishworth Just : pe :

A true Coppy of these oaths as taken in Court this 20th June : 1666 : transcribed out of y^r originall & y^r with Compared p Edw : Rishworth Re : Cor :




Jams Gibbines for Robt Haywood To John Smith	{	This Indenture, witnesseth that I James Gibbines of Sacoe In the Province of Mayn In New England planter, & my brother In Law Robert Haywood, now residing In Barbadoes, as by his order to mee given beareing date the tenth day of January one thousand six hundred & sixty In the twelfth yeare of our Soueraign Lord King Charles the second, for diverse good Causes & considerations mee there vnto espetially moueing, haue given granted, barganed, sould, & by these Presents do give grant sell & Confirme vnto Mr John Smyth of Sacoe aforesd Carpenter, his heyres executors, administrators & assignes for ever, fifty Acers of Land/ That is to say 6: six teem acers y ^r of to bee In Meddow ground, or Marsh at a place Commonly Called the River of Goowse fayre, bounded from a pine tree on the Westward side thereof near vnto a Marsh pond, & from thence on the same side of the River to the Cricke Called the Otter Cricke or River to the Southward side next adioyning to the bounds of Nicho : Edgecome, & soe to runne on that side of the River vntill sixteen acers bee ended : And the remaind ^r of the sd Fifty acers of Land to begin at his now dwelling house near Sacoe River, & near to the sayd James Gibbines his house, & to runn from that house of John Smyths, vnto the next Cricke or fresh water towards the Northeast/ the sayd Cricke being distant from
--	---	---

BOOK II, FOL. 5.

the house about foure or five pooles as is conceived, & soe down the sayd Cricke & directly by it, to the Mayne River or water side, & from thence along the River or water side to the Cricke Co^manly Called by the name of Thomas Hawlys Cricke & from thence vp the sayd Cricke from the River, along that Cricke or fresh water bee it great or small according to y^e vsuall Current, to go vp agajn into the Mayn Land, from both bounds till fluetie acers bee ended: with all the woods great or small, & all other priuiledges y^rvnto or with in the sayd bounds belonging, with free co^manage In all the wast & vacant ground till it shall bee otherwise disposed, by the sayd James Gibbines Robert Haywood or either of thejr heyres, executors, administrators, or assignes, with free Egress & regress from the water side with in the sayd bounds to transport or export any goods or Co^moditys to his sayd house, as alsoe in any other comman high ways, with in the Pattent of the sayd James Gibbons, Robert Haywood, for & In consideration of the rents here in reserved, that is to say the sayd John Smyth his heyres executors administrators or assignes, shall pay or cause to bee payd vnto the sd James Gibbons or Robert Haywood or either of them thejr heyres executors administrators or assignes yearly & every year from the Date here of for ever y^e some of tenn shillings sterlg in good M^cchandable Well conditioned bread Corne at price current on the twenty ninth day of Septemb^r: & alsoe two days worke yearly & every year, the one at planting tyme, the other at harvest, the sd rent & due days being lawfully demanded with this provisoe or exception that the sayd James Gibbons, & Robert Haywood thejr heyres executors administrators & assignes, are to defend & mantayn the sayd John Smyth his heyres executors administators, & assignes in y^r lawfull peaceable quiett & free Inioijng of all & every of the sayd Lands & priuiledges, & to defend & mantayn the same to them by law; & further It shall bee lawfull for the sd James Gibbons or Robert Haywood thejr heyres executors, administrators or assignes In defect of, or

BOOK II, FOL. 5, 6.

non payment of all or any of the sd rents or due days, [6]
 workes being lawfully demanded, with in tenn days after
 demānd y^rof, to make distress or ceazure on the Premisses,
 or on any goods or Chattles of the sayd John Smyths his
 heyres or assignes & the same to detayn & keepe till the sd
 rents & due dayes workes bee fullie satisfyd/ In testimony
 w^rof & for trve Performance of all & every thing here in
 concern'd from both Partys each togeather, they bind them
 selues thejr heyres executors, administrators & assignes to
 make good the same/ Witnessed by thejr interchangeable
 setting two thejr hands & seals to one peyre of these Inden-
 turs bearing Date the 29th day of March 1662 :

Sealed signed & delivered	James		Gibbons	(his
& possession & seizen given	p his		Marke	seal)
in Presence of vs/	Judeth		Gibbons	(her
Sarah Harmon/	p her marke			seal)
Richard Tucker/	Memorandū : y ^t Judeth	}		

the wife of James Gibbons }

doth freely give her full & free Con-
 sent to this deede aboue written, before
 y^e signeing & sealing thereof as wit-
 nessed by her hand & seal there vnto
 fixed/

A trve Coppy of this Inventory or Instrument aboue writ-
 ten, transcribed out of the originall & y^rwith compared this
 5th day of July 1666 : p Edw : Rishworth Re : Cor :

Know all men by these Presents that I Thomas Gorges
 Deputy Governor of this Province of Mayn, according to
 the pouer to mee deligated from Sir Fardinando Gorges
 Knight, Ld Proprietor of y^e sayd Province, for
 & in Consideration of the faithfull service & long
 aboade of Thomas Withers of Piscataqua to &
 in the sayd Province, & for diverse other good

Tho^r Gorges
 To
 Thom^s Withers

BOOK II, FOL. 6.

reasons mee there vnto espetially moueing, haue giuen, granted, barganed sould Enfeffed & Confirmd, & by these Presents do give grant bargan sell Enfeffe & confirme vnto the sd Tho: Withers, a Tract of Land lijng on the North East side of Pischataqua River, bounded on the South East side with a Cricke near a burnt tree adjacent to y^e feild of the sd Tho: Withers on the South West side with the River of Pischataqua, & on the North West with a great bla[~] burnt tree, standing in a Coue next adjacent to the North West part of the feild of the sayd Tho: Withers, & to goe vpon a streight North East & by east lyne from the sd tree, & also from the abouesd Cricke & burnt tree East north East, a lyne being drawn from the heads of those lynes, w^h in all may comp^rhend foure hundred acers: Alsoe for the further Incoragement of the sayd Thomas Withers, & for other good considerations, I haue alsoe given & granted vnto the sd Thomas Withers, Two Ylands next South & South East, adjacent to the house of the sd Tho: Withers being by æstimation 280 acers, or there abouts being more or less; The abouesd p^rmisses to haue and to hould vnto the sd Tho: Withers, his heyres & assignes for ever, yeilding y^rfore & paijng vnto the sd Sir Fardinando Gorges his heyrs & assignes for ever, on the 29th day of Septembr the some of eight peence/ & In Case the rent bee behind after tenn dayes demand, It shall bee lawfull for the sd Sir Fardinando Gorges his heyrs & assignes to distrayn/ In witness w^rof I haue here vnto sett my hand & seal the first day of March 1643:

Signed sealed & Delivered

Tho: Gorges (^{his}_{seal})

In the Presence of us/

I also by these Presents do giue

Nicholas Treworgye/

& grant vnto Tho: Withers

Christopher Rogers/

his heyrs & assignes foure

acers of Meddow to bee taken

In any part of spruse Cricke paijng therefore yearely on the 29th day of Septembr to y^e sd Sir Fardind^o Gorges, his

BOOK II, FOL. 6.

heyr & assignes one shilling In Witness w^of I haue here
vnto putt my hand, this 9th day of Aprill 1643 :

Tho : Gorges Deputy Gou/

The select mens approbation of y^s Deed to Tho :

Withers under y^r hands, Entred into the 3^d

booke of ReCords for y^s prouince pa : 94: as Attests Edw: Rishworth ReCor:

A true Coppy of this deede aboue written,

transcribed out of the originall & y^rwith Compared this
6th day of July 1666 : p Edw : Rishworth Re : Cor :

To all Christean people to whome this Present writeing
shall come/ Henery Jocelyn of Bla[~] poynt In the Province
of Mayn In New England Esq^r sendeth greeteing In our
Lord god, Everlasting: Whereas the sd Henery Jocelyn is
now (by vertue of a deede of gyft dated the 2eund of Sep-
tembr 1640: from the late Thomas Cammocke of Bla[~] Poynt
Gentle[~] which sd Deede was by the Court houlden at Sacoe
vpon the 18th of October 1643: before Richd Vines Dep^{ty}
Chance^{llr}: & Roger Gard ReCor vnd^r the seal of the sd Pro-
vince ratifyd & Confirmed, as by the sd Deed & record more
fully doth appear) possessed of a Tract of Land Called bla[~]
poynt, In the sd Province of Mayn Contayneing 1500 acers
& the appurtenances, bounded & marked vpon the 23th of
May 1633: by Cap^t Walter Neale by order from the Prezi-
dent & Counsell of New England, according to a Pattent by
them granted & dated the first of Novembr 1631: with the
bay of Sacoe Southward, & with bla[~] Poynt River West-
ward, with a Brooke Called Spurwinke Eastward, & from
the Entrance thereof runneing vp one Mile & from thence
crossing over with a streight Lyne to the nearest part of Bla[~]
Poynt River, being the Northern Lymitts thereof: The sd
Tract of Land with appurtenances together with two Ylands
adiacent Called Strattons Ylands, being by grant vnder the
hand & seal of Sir Fardinando Gorges dated the 15th of

March 1640, [7] further Confirmed with other rights profits & priuiledges therein specifyd as by the sd grants more fully doth appeare, & alsoe of seaven hundred & fuetie acers of Land, granted by the sd Sir Fardinando Gorges, & bordering vpon the former Tract, & where as there is built vpon the same a dwelling house out houses fish houses & stage with other conveniencys, & Improuements & alsoe w^{as} the sd Henery Jocleyn hath lett & demised vnto severall Persons diverse small p^{ce}lls of the sd Tract of Land vpon payment of such acknowledgm^{ts} services & due dayes as by there severall grants more Perticularly appears/

Now Know all men, by these Presents the sd Hene : Jocleyn for diverse Considerations him moueing there vnto, & more espetially for & in Consideration of the some of foure hundred eighty foure pounds Sterlg to him in hand payd by Josua Scottow of Boston M^{ch}ant, Three hundred & Thyrtie pounds where of hath been three years since receiued ; hath given granted barganed sould Infeoffed & C^{on}firmed, & by these Presents doth give grant bargan sell Infeoffe & Confirme vnto the sd Josua Scottow his heyres or assigns all the sd Tract & Tracts of Land aboue mentioned, both the 1500 Acers with appurtenances as aboue bounded : also the 750 acers abouesd, with the two Ylands Called Strattons Ylands, togeather with the dwelling house, out houses fish houses, stage, Oarchard & all other app^rtenances, with one Shallop & her furniture, & eight Cows one bull two yoake of oxen Twenty ewes two Rāmes & all the Increase, togeather with all the rents scervices due days payments from the severall Tenants which now are or for the future may bee possesd of any part or pcell of the præmisses, togeather with all the profits & Emoluments there vpon ariseing, & priuiledges therevnto belonging. To have and to hould, all the sd severall, & singular barganed Premises, with all the Tymber wood vnderwood standing being or growing vpon the same, with the fenceing & all appurtenances rightts & priuiledges

Henry
Joslyne
To
Josh: Scottow

BOOK II, FOL. 7.

wtsoever are any wise belonging to the same, to the onely proper vss, & behoofe of the sd Josua Scottow, his heyres or assigns for ever ; And the sd Henery Jocelyn for himselfe heyres, executors & administrators doth covenant & grant to & with the sd Josua Scottow his heyres or assigns, by these Presents that y^e sd Hene : Jocelyn at the day of the date of these Presents, is & stands lawfully seised to his own vss & behoofe of all the singular & barganed Premises & every part thereof with the priuiledges rightts & appurtenances therevnto belonging in a good P^rfect & absolute estate of Inheritance In ffee symple and bath in him selfe, full pouer rightt & absolute authority to grant bargan sell Conuay & assure the same in manner & forme as abouesd, & that hee the sd Josua Scottow his heyres or assigns, & every of them shall & may for ever hereafter peaceably & quietly haue hould & Inioy the sd severall singular & barganed Premisses, with all the appurtenances Provided always that if the sd Henery Jocelyn his heyres or assigns shall with in the space of two years after the Date of these Presents, pay vnto the sd Josua Scottow his heyres or assigns the just debt due vnto him being the full & Compleat some of foure hundred eighty foure pounds sterl^{ing} abouesd, togeather with Interest at six p Cent : p Ann^ũ Three hundred & thirty pounds w^rof to bee payd in M^rchandable Cod fish, refuge fish, or oyle at money price at Boston or Marble head : & the Remajnder one hundred fuetty foure pounds, In the like payment at price Current, & alsoe w^t further disbursem^{ts} the sd Scottow may make for him, that then this Deede to bee mayd voyd, & of none æffect, otherwise to remajn & stand In full force, & vertue/ In witness w^rof the sd Henery Jocelyn hath herevnto sett his hand & seale ; Mayd at Bla^ũ Poynt this 16th day of July In y^e yeare of our Ld 1666 : In the 18th yeare of the Reign of o^r Sover-

BOOK II, FOL. 7.

aign Ld Charles y^e 2nd by the grace of god King of England,
Scotland, France, & Ireland Defend^r of the faith/ &c :

Witness,

Henery Joleyn/ (^{his}scale)

Thomas Savage Junjo^r/ vera Copia, of this Deede or
John Tamling/ Instrument aboue written
transcribed out of the origi-
nall & there with Compared
this 26th day of July : 1666 :
p Edw : Rishworth ReCor :

May 24 : day : 1652 :

Wee the select Townsmen for Kittery, have granted &
lotted out vnto Mr Thomas Withers his heyres
or assignes for ever, a Tract of Land with in y^e
Kittery To spruse Cricke, near vnto the head of the same
Tho^r Withers Cricke, first two hundred Acers, that is to say
one hundred Acers at Eagle poynt, on the west side of the
Cricke, & the Cricke of Water It selfe, & one hundred acers
at Martines Cove, on the East side of the sd Cricke, & soe
to goe vp along on both sides the sayd Cricke, vntill eight
hundred acers of Land bee accomplished ; The two hundred
acers of Land at Eagle Poynt & Martins Cove, is layd out
by James Heard, & John Simmons, whom were appoynted
to lay out Land by the Town of Kittery/

A Trve Coppy p me Humfrey Chadborne
vera Copia, transcribed out of the Coppy Town Cleric^s :
of the Record, vnd^r y^e Town Clarkes
hand, & there with Compared this 30 :
day of July : 1666 p Edw : Rishworth Re : Cor :

Eliakim
Hutchinsons
Caution

Eliakime Hutchinson M^echant as Attorney for
Mr Richard Hutchinson of London, haueing the
quarter part of Major William Phillips his Saw

BOOK II, FOL. 7, 8.

Mill with all her appurtenances being at Sacoe, & one thousand acers of Land & Meddows belonging to it mayd ouer to him vpon valewable Considerations, as by a Morgage appeareth beareing date the eighteen [8] day of October: 1664: Entereth Caution against the acknowledging or Entering of any deede In these Records, or Morgage thereof, by any Prson w^tsoever/ In reference vnto the fourth part of the Saw Mill or Land aforesd/

This Caution entered this 6th day of August, 1666: p Edward Rishworth Re: Cor:

The Deposition of George Palmer aged about 43 years/
Being sworn sayth that about 3 weekes or a Moenth after William Palmer Constable of Kittery had leavyed an execution in Mr Lydes behalfe on that Preell of packe Caske which was by him leavied off, in the hands of this Deponent, being the goods of Sylvester Harbert to satisfy Mr Lyds debt, Cap^t Walter Barefoot tooke away Three butts, Twelue Tunn of the sd Caske, which were ceazed by the same execution, with out any order from any that hee knows off, but his owne, which hee carried away for his owne proper vsse, & tould this deponent that hee would make them good againe/

Taken vpon oath this 28: of August 1663: before Edw: Rishworth Assotiate/

A true Coppy of this Deposition aboue written transcribed out of the originall this 11: August: 1666: p Edw: Rishworth ReCor:

This Indenture made the fueteenth day of December, In
the fueteenth yeare of the Reign of our Souer-
aign Ld Charles the secund, by the grace of god
Indians To King of England Scottland, France & Ireland
George Davis







BOOK II, FOL. 8.

Defend^r of y^e faith, & in the yeare of our Ld god one thousand six hundred sixty foure, between Necodanahant, Quesememecke, & Obihās In the River of Shipscott, Sagamores on the one Party, & George Daviss of the aforesd Shipscott planter on the other Party, Witnesseth that the sd Necodanahant Quesememecke & Obihās, before, & In Consideration of the some of Twele pounds to them y^e sd Necodanahant, Quesememecke & Obihās before the sealing & delivery of these Presents well & truly payd by the sd George Davess, the receipt whereof they the sd Necodanahant Quesememecke & Obihās, do hereby acknowledg them selues to bee fully satisfyd Contented & payd & thereof euery part Prcell & penny there of, do acquitt exonerate & discharge the sd George Daviss his executors, administrators & assignes, & euery of them for ever, by these Presents haue granted given barganed & sould, allind Infeoffed & Confirmed, & by these Presents do grant bargain & sell alline Enfeoffe convay, release deliver & Confirme vnto the sd George Daviss his heyres & assignes, all that Prcell of Land liijng on y^e North West side of Whichacasecke Bay & Mountsweck bay, liijng between Kenebecke River & Shipscott River, or between the vpper narrows of Shipscott River, & the Land known by the name of Jeremisqome River, being In all by estimation foure thousand Acers or thereabouts, bee It more or lesse, & alsoe all & singular Trees woods & vnderwoods, Water Water courses, Commons, Raysements profetts, Comoditys advantages Diuolands hæridaments & appurtenances w^tsoever, to the sd Tract of Land Marsh Meddow & vpland belonging, or any wise app^r-tayneing/

And alsoe the right title Interest Clayme vsse possession reversion and remajnder whatsoever, of them the sd Nichode-nahant, Quesememecke, & Obihās, their heyres & assignes or any or either of them in & to the sayd granted & barganed p^rmisses, & of & in & vnto every, or any part or Prcell there of, by any ways or meanes w^tsoever, to haue & to hould the sd Tract of Land Marsh Meddow & vpland, &

BOOK II, FOL. 8, 9.

every part & Percell there of, with the appurtenances before hereby granted barganed & sould, or ment mentioned or Intended to bee granted barganed & sould, vnto the sayd George Davise his heyres & assignes for ever, & to & for noe other vsse & behoofe of the sayd George Dauise, his heyres & assignes for ever, & to & for no other vsse intent & purpose whatsoever, & the sayd Nicodenahant Quesemenecke, & Obihas, the sayd Premisses hereby granted barganed & sould, & every part & Prcell thereof with y^e appurtenances against them the sayd Necodenahant, Quesemenecke Obyhas & thejre heyres & every of them vnto the sayd George Dauise his heyres & assignes shall & Will warrant & defend by these Presents/ In witness whereof Wee aboue named haue Interchangeably sett their hands & seals the day & yeare aboue written/

The marke of	Nichodenahant	// (his seal)
Robert  Guott	Quesemenecke	 (his seal)
The marke of		
John  Baston/	Obyhas	 (his seal)
The marke of	A true Copsy of this deede	
Phillip  Bendell	or Instrument aboue writ-	
John Lee his	ten transcribed out of the	
Marke 	originall & there with compared this	
	eleventh day of August 1666 : p	
	Edw : Rishworth Re : Cor :	

[9] Bee It known vnto all men by these Presents y^t Wee Francis Morgan of the Town of Kittery In Pischataqua River Chiergeon, & Sarah my wife Administrator & administratrix to the estate of Cap^t John Michell late husband of the sd Sarah Deseased ; for a valewable Consideration In hand received, by Mr John Cutt of Portsmouth

BOOK II, FOL. 9.

In Pischataqua River M^{ch}ant, where with they
 Francis Morgan the sd Fran: Morgan & Sarah his wife do
 To
 Jⁿo Cutt acknowledg them selues fully satisfyd, & con-
 tented, & do for them selues thejr heyres execu-
 tors & Administrators, for ever exonerate and acquitt the
 sd John Cutt his heyres executors administrators & assignes ;
 In Consideration whereof they do acknowledg to haue bar-
 ganed, & sould & do by these Presents giue grant bargan,
 sell allien assigne, & sett over vnto the abouesd John Cutt,
 one hundred & tenn Acers of Land, seituat & being in a
 place, Commonly known by the name of Spruce Cricke, in
 the Townshipp of Kittery aforesd ; which sd one hundred
 & tenn Acers of Land is such a part of a Tract of Land
 contayneing Three hundred acers of Land, granted & Lotted
 out by the select Townsmen for Kittery, vnto Mr Hugh
 Gunnisson the sixteenth of December one thousand six hun-
 dred fluety two, & to his heys & assignes for ever ; Which
 sd Tract of Land is to haue its begiining at Goose cricke
 Northwardly, & soe to come South down the Cricke to a
 Marshie Cove, & soe backward the same breadth North
 East, vntill the Three hundred acers bee accomplished, out
 of which sayd Tract the aboue sayd one hundred & tenn
 Acers of Land by these Presents acknowledged to bee given
 granted barganed & sould is a part, & is to take its begin-
 ing on the Southward side of the sd Land at the Marshie
 Cove, next vnto the one hundred acers of Land formerlie
 sould vnto Cap^t Bryan Pendleton & John Fabes, one third
 part for y^e one hundred acers, & proportionable for the
 tenn Acers of the whoole Three hundred Acers along by
 the Cricke side, & soe backward the same breadth, the
 whoole extent of the sayd grant by the Townsmen of Kit-
 tery aforesd, together with all the priuiledges & appur-
 tenances therevnto belonging, and app^rtayning, vnto him
 the sayd John Cutt his heyres executors, administrators
 or assignes : To haue hould, & peaceably to Occupie pos-
 sesse & Inioy for ever with out any lett molestation or
 Interruption, of them the sd Francis Morgan & Sarah

BOOK II, FOL. 9.

his wife or either of thejr heyrs executors administrators or assigns & y^e sd Fran: Morgan & Sarah his wife for them selues and either of them, and for either of thejr heyres, executors administrators & assignes, do covenant & promiss to & with the sayd John Cutt, his heyrs executors administrators & assignes, & with either of them, that the aboue barganed premisses, at y^e tyme of the tyme of y^e sale here of, is there own estate in fee symple, & free from all former gyfts grants barganes sayles Morgages Incomberances & Intanglements w^hsoever; And the sayd Francis Morgan & Sarah his Wife, for them selues & either of thejr heyres executors & Administrators doth Covenant & promiss to & with the sayd John Cutt, his heyres executors administrators & assignes, & every of them to defend the Title of the sd barganed premisses from all Person or Persons claimeing any Pattent Right Title or Interest therein, or there vnto, by from or vnder them, or either of them or any other laijng lawfull Clayme there vnto;

And further y^t the sd Francis Morgan, & Sarah his wife Will bee ready, & Willing at all tymes hereafter to giue such further Assurance of the sd barganed p^rmisses vnto him the sd John Cutt his heyres, executors Administrators or assignes as hee they or either of thejr Learned Counsell shall devise according to Law; In Witness W^rof y^e sayd Francis Morgan, & Sarah his wife, haue herevnto sett thejre hands & seals, this Twenty secund day of Aprill Anno Domⁱ: one thousand six hundred sixty & fve, & in the seaventeenth yeare of the Reign of our Soueraign Ld Charles the secund, King of England Scottland, ffiance & Ireland, defend^r of the faith, &c : 1665/

Signed, sealed, & Delive^rd

Francis Morgan (his seal)

In the Presence of vs/

Sarah Morgan (her seal)

Nic : Braddicke/

Ric : Styleman/ Secty

The valewable consideration

mentioned in y^e 3 or 4 lynes for

y^e Land specifyd in the sd Deede aboue

mentioned wee do acknowledg to bee

one hundred & eleven pounds 6^s = 10^d which

wee haue already recejved, & do owne this Deed

Taken before me Edw: Rishworth Just: pe: & Instrum &c of writeing to bee or act & Deed as witnes or hands this: 19th of March: 1666:

Fran: Morgan | Sarah Morgan

A true Coppy of this Deede or Instrument aboue written transcribed out of the originall & thejr with compared this 3d day of Janvary (1666) p Edw : Rishworth Re Cor :

Bee It known vnto all men by these Presents, that I Francis Morgan of the Town of Kittery, In Piscataqua River Chiergeon & Sarah my wife, Administrator & Administratrix to y^e estate of Capt John Michelll ate husband of the sayd Sarah Deseased, for a valewable Consideration in hand payd, by Mr John Cutt of Portsmouth In the same River M^{ch}ant, where with the sd Francis Morgan, & Sarah his wife do acknowledg them selues satisfied & contented, & do for them selues, thejr heyres executors, Administrators & Assigns for ever exonerate & acquitt the sd John Cutt his heyres executors administrators & assignes : In Consideration w^{of} they doe [10] acknowledg to haue barganed, & sould, & do by these p^sents giue grant bargan sell aliene, assign & sett ouer vnto him the sd John Cutt one Prcell of Marsh ground, seituat & being neare to Christopher Michells house at Bray^dboate harbour, Contayneing by estimation Two Acers, bee Itt more or lesse, which Land was formerly bought of one John Lander, by outery, with all the priuiledges, & appurtenances therevnto belonging, or appertayneing, vnto him the sayd John Cutt his heyres executors Administrators or Assignes, to haue hould Occupie, possess & peaceably to Inioy for ever with out any Lett Molestation or Interruption, of them the sd Fran : Morgan & Sarah his wife there or either of thejr heyres, executors, administrators or assignes, & the sd Francis Morgan & Sarah his wife for them selues thejr heyres, executors, & assignes, doth Couenant & promiss to & with the sd John Cutt his heyres executors Administrators or assignes & with every of them, that they are the true & proper owners thereof, & that It is free from all former gyfts grants barganes sayles Mor-

BOOK II, FOL. 10.

gages Incombrances, & Intanglements whatsoever, & that they Will at all tymes hereafter defend the Title thereof against all Persons, & that they will alsoe at all tymes bee ready & Willing to giue such further assurance thereof as may bee according to law : In Witness w^{of} Wee haue here vnto sett our hands & seals this 22th of Aprill 1665 : & in the 17th yeare of the Reign of our Sovereign Ld Charles the second, King of England Scotland France & Ireland, Defend^r of the faith &c : 1665 :

Signed sealed & Deliverd

Francis Morgan (his seal)

In the Presence of us/

Sarah Morgan (her seal)

Nic : Braddicke/

The vailable consideration mentioned In this Deede Wee do acknowledg to bee eleven pounds, Wh Wee haue already received, & do own this Deed & Instrument of writeing to bee our Act & deed as witness our hands,

Ric : Styleman Secty

Taken before me Edw : Rishworth Just: pe: this 19th day of March 1666 |

Fran : Morgan Sarah Morgan

A true Coppy of this Deed aboue written transcribed out of y^r originall, & there with Compared this 4th day of Janv : 1666/ p Edw : Rishworth Re : Cor :

Know all men by these Presents, that Richard Vines of the Riuer of Sacoe Gentlemā : for diverse good causes & Considerations him y^rvnto moueing, doth giue grant Enfeffe & Confirme, & by this Present Deede hath given granted Enfeoffed & Confirmed vnto John Smyth of Sacoe Carpenter, all that one Messuage or tene-ment situate, lijng & being on the South side of the River of Sacoe aforesayd, contayneing one hundred Acers of Land, bounded on the South East with the brooke Called Smyths brooke, on the North East with Sacoe River, & a Necke of Land Called the Church Poynt, on the North West with Certen trees Marked for bounds, & soe by all the breadth Southwest, till the aforesd one hundred acers of Land bee fully compleated, with free lyberty

Rich^d Vines
To
Jn^o Smyth

BOOK II, FOL. 10.

of fishing & fowling according to the Costome of this Countrey: To haue & to hould the sd premisses, with the sayd Land & thejre appurtenances, vnto the aboue named John Smyth, his heyres & assignes for ever; Yeilding & paijng for the p'misses, to the aboue named Richd Vines his heyres or assignes, one acknowledgment or rent charge five shillings yearly on the feast of Saynt Michell the arke angell, Two days worke of one man at Harvest, & one fatt Gowse or Capon on the five & twentieth day of Decembr yearly; And if it shall happen the sd rent or any Part or Parcell thereof to bee vnpayd, being lawfully demanded, that It shall bee lawfull for the sd Richard Vines his heyrs or assignes to enter into any part of the p'misses, & take a distress, & y^r same to detayn & keepe till the aforesd rent bee payd, & the sd Richard Vines doth covenant & promiss for him selfe his heyres, & assignes that the sayd John Smyth his heyres & assignes shall peaceably hould & Inioy the aforesd p'misses, with every part & parcell thereof, with out any lett or disturbance of the sd Richd Vines his heyres or assignes or any other Prson by his or y^r meanes or procurement: In witness w^{of} the aforesd Prtys haue Interchangeably sett two y^r hands & seals this eight day of Aprill In the eighteenth yeare of the Reign of our soueraign Lord King Charles Anno Dom^o 1642:

Sealed signed & Delive^rd

Richard Vines/ (^{his} seal)

In the Presence of us/

Tho: Gorges/

Richard Bonighton/

Edw: Godfrey

Roger Garde/

A true Coppy of this Instrument or deede of sayle aboue written, transcribed out of y^e Originall, & y^r with compared this 21th of Janvary 1666: p Edw: Rishworth ReCor:

This Witnesseth that the with in named Richd Vines for good cause & consideration hath granted to the with in named John Smyth his heyres & assignes for ever, all the

BOOK II, FOL. 10, 11.

Vines:
To
Smith
Land on y^e Northwest [11] of the Land with
in granted, vnto the Land of Thomas Williams
next adioyneing, to reach in length to y^e bounds
of the land of the sd John Smyth, with the
appurtenances, vnder the rent within mentioned/ In witness
w^rof the sd Richd Vines hath herevnto sett his hand, this
23th of Octob^r 1643 :

In Presence of/ Richard Vines/
Roger Garde/ Mr John Smyth is to haue
Meddow ground proportionable
to y^e rest of my servants/ July :
27 : 1642 : Rich : Vines

Smith
To
Nich^o Bully
Memorandū: that y^e with in named John
Smyth, doth resigne vp all his right & title
specifyd In this Deede, to the vss of Nicholas
Bully & his heyres for ever, this 21th of July 1650/
Witnesses/ John Smyth
Robert Booth/
Deborah Booth/

A True Coppy of these two assignements aboue written
transcribed out of y^r originalls & there with Compared this
21th day of Janvary, 1666/ p Edw : Rishworth ReCor :

Jn^o Smith
To
Nich^o Bully
This Indenture made the 27th of June 1650/
between Mr John Smyth of Sacoe, & Nicholas
Bully fisherman of Parkers Necke as followeth
The sd Nicholas Bully is to haue of the sd John Smyth his
plantation w^r hee now dwelleth, with all the houses bujldings
lands & Meddows, with all y^rvnto belonging, for & In con-
sideration of Thyrtty pounds sterīg: at two payments y^t is
to say fiueteen pounds the 15th day of June next the date
hereof, & fiueteene pounds the fiueteenth day of June next
In the yeare of our Lord 1652 :—

BOOK II, Fol. 11.

The sayd Nicholas is to Enter vpon the p'misses the first of March 1652 : & John Smyth is to haue one Rowme in the South end of this house, for his own vsse two years after the day of Nicholas Bullys Enterance his heyres or assignes ; It is agreed by the both Prtys that Nicholas Bully is to haue to the house all the doores Windows Cropp of Corne & y^e Cropp of y^e next yeare/

Witness vs July 21th 1650/

John Smith (^{his} seal)

George Cleene/

Robert Booth/

Know all men by these Presents that I John Smith who am mentioned In this writeing do owne my selfe fully satisfied & payd every way & in euey thing, by Nicholas Bully according to the tenour of this Indenture/ Witness my hand this ⁵fifth day of June, One thousand six hundred sixty two/

Witness

John Smyth/

Sheth fletcher/

James Gibbones/

A true Coppy of this Indenture or agreement & receipt aboue & with in written transcribed out of y^e originall, & there with compared this 22th day of Janvary 1666 :

p Edw : Rishworth Re : Cor :

This Indenture made the 20th day of Novemb^r in the 18th yeare of y^e Reign of our Soueraign Lord Charles the 2^{und}, by the grace of god of England Scotland France & Ireland, King Defender of the faith et Cetera : Between Iob Allcocke of Yorke In the Province of Mayn, house Carpenter of the one Prty, & John Bray of Kittery shipwright In y^e Province of Mayn on y^e other Prty ; Witnesseth that y^e sd Job Allcocke for & in consideration of the some of Twenty foure pounds, fue pounds of it in money, & nineteen

BOOK II, FOL. 11, 12.

of it in Merchants pay, In boards staues or goods, in hand before the selling & deliveryng of this Present, well & truly payd, the receipt w^rof the sd Job Allcocke doth

Job Aleock
To
Jn^o Bray
acknowledg him selfe fully satisfyd, contented & payd, thereof and of every part Prcell & penny thereof, doth avow it exonerate & discharge the

sd John Bray his heyres executors & administrators, & every of them for ever, & by these Presents hath given granted barganed & sould aliend convayed released, assured deliver'd & confirmed, & by these Presents doth give grant bargain & sell allien Convay release assure deliver & Confirm vnto the sd John Bray his heyres & assignes for ever all the Land Tymber with fences belonging to the aforesd Land, being twelue acers of Land fully to bee Completed from its breadth with all the appurtenances y^r vnto belonging, Its breadth is to begine at the water side from John Brays land marke of his land formerly bought of Major Nicholas Shapleigh, and soe to runne vpon a streight Course by the water side West & by South till y^r bee twenty seaven Land yards fully compleated; & then to runn backe from its breadth till the aforesd twelue acers bee accomplished, or Compleated; This twelue acers of Land is scituate, standing & being in Kittery aforesd, at a place adioyning next to a Prcell of Land, that John Bray shipwright of Kittery bought of Major Nicho: Shapleigh, or by w^tsoever names or name, the same place is called, or known, & alsoe this twelue acers of Land belongs to the place [12] whereon at Present Thomas Longleys house stands, which house is to bee taken off In Aprill next being In the yeare of our Lord 1667: & alsoe all Comons Comoditys advantages Emoluments heridataments appurtenances whatsoever to the sayd Twelue Acers of Land, belonging or In any wise appertayneing/ & alsoe all the right Title Claym vss possession, every of them to haue & to hould the sd, the sayd Twelue acers of Land, & every part & Prcell there of, with the appurtenances vnto

BOOK II, FOL. 12.

the sd John Bray his heyres & assignes for ever, & to all Intents & purposes w^hsoever, & the sayd Job Allcocke for him selfe his heyres executors Administrators and assignes, & for all & every of them, doth Covenant promiss & grant vnto & with the sd John Bray his heyres & assignes and for all & every of them doth couenant promiss & grant to & with y^e sd Joⁿ Bray his heysr & assigne & euery of them shall & lawfully may from tyme to tyme & at all tymes for ever hereafter quietly & peaceably hould & haue vsse occupie possess & Inioy all & singular the before hereby granted & barganed premisses, & every part & Preell thereof penny worth & sufficiently saved, & kept harmeless of & from all manner of Morgages of former & other barganes sayles gifts grants rents leasses Morgages Dowrys & title of Dowry, or executions titles Troubles or Charges Incombrances and Demands w^hsoever, hereafter, had the sayd Job Allcocke his heyres or assignes or any of them, or of or by any other Prson or Prsons w^hsoever lawfully Claymeing any estate right title or Interest from by or vnder him them or any of them, & the sayd Job Allcocke for him selfe his heyres executors administrators, & for all & every of them do further covenant promiss & grant to & with the sayd John Bray his heyres & assignes, & to & with every of them by these Presents that hee the sd Job Allcocke & his heyres shall & will with in seaven years next Enseuing the date here of, at the request Cost & charge in law of him the sd John Bray his heyres & assignes make due acknowledgment execute & suffer, or Cause to bee made done acknowledged executed & suffered all & euery such further lawfull & reasonable act or Acts thing & thinges demise & demised assurances & convayances in the law w^hsoever, for the further & more better assurance & sure makeing, & Inioying of the sd Land before granted bee it by fine deed or otherwise, as learned In the law shall bee reasonably demised or required In witness w^hof the Prty aboue named

BOOK II, FOL. 12, 13.

to this Present Indenture Interchangeably haue sett his
hand & seal the day & yeare first aboue written 1666/

Sealed & Deliverd

Job Allcocke (^{his}_{seal})

In y^e Presence of

Fran : Morgan/

Isacke Walker/

Memorandū : that vpon the 18th day of November 1666/
quiett and peaceable possession of the land with in granted,
& given & delivered by the with in named Job Allcocke,
vnto the with in named John Bray in named of
possession & seasin of all lands & y^e appurte-
nances therevnto belonging, In the Deed with in
written contayned, to haue & to hould vnto the
sd John Bray his heyres & assignes for ever, according to
the Tenour & true meaneing of the deed with in written In
Presence of/

Job Allcocke

Allcock

To

Bray

Witness/

George Snell/

This Instrument aboue written, &
possession given acknowledged by
Job Allcocke to bee his Act & Deed
vnto Mr John Bray this 8th day of
January 1666/ before mee Edw :
Rishworth Just^e pe :

A true Coppy of this Deed aboue written, & possession of
y^e land y^rin mentioned given, with the Acknowledgment
y^rof, Transcribed out of y^r originall, & there with Compared
this 23 : day of January 1666/ p Edw : Rishworth ReCor :

[13]

Thom: Crockett

&

Rob: Mendum

Know all men by these psents, that I Robert
Mendum of Piscataqua haue bought the house
& foure Acers of ground of Thomas Crockett
which hee bought of William Wormewood, & I the sd
Robert Mendum am to give to the sd Thomas Crockett,
for his house & foure Acers of ground the some of nine
pounds & tenn shillings to bee payd the next spring, Three

BOOK II, FOL. 13.

pounds In money, & the rest In Commoditys at Michelmass next, In the yeare 1648/ & I the sd Thomas Crockett do bind my selfe & my assignes vpon payment of this money to giue to y^e aforesd Robert Mendum or his assignes possession of the house & foure acers of ground aboue named witness my hand the 21th, of Septembr 1647 :

John Seely/

The Marke  of

Thomas Bestone/

Thomas Crockett/

A true Coppy of this Instrument aboue written transcribed out of the originall & there with compared this 23 : Janvary 1666 :

p Edw : Rishworth Rishworth ReCor :

Francis Morgan
&
Rich^d Endell

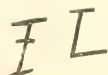
Articles of agreement between Francis Morgan & Richard Endle for Three scoore acers of land In spruse Cricke on the East side begineing at Gowse Cove Northerly, & to come down South towards the Cricke, towards the Marshie Cove, & soe backwards by the same breadth North East till the threescore acers bee accomplished, according to a Town grant, & In consideration I Richard Endle do Ingage my selfe my heyres executors or assignes to pay or cause to bee payd vnto the sd ffrancis Morgan Three scoore pounds In M^echandable & refuge fish & Macharell halfe this fall, & the other In fish & Macharell In July or August at the next Fall, as Witness my hand the 14th of October 1665 :

Testes

Richard Endell/

The marke of
James Leach

Hugh Allward/



A true Coppy of this agreement aboue written transcribed out of y^e originall & there with Compared this 24th Janvary 1666 : p Edw : Rishworth

ReCor :

BOOK II, FOL. 13.

“ This Instrument Witnesseth this 14th of June 1659 : that
 I Nanuddemance Proprietor of these Lands hereafter men-
 tioned, haue lett sett & sould all my right title of the sayd
 Lands & Tymber, with the appurtenances of
 Marsh, & vpland Meddow, vnto John Parker
 now dwelling vpon the sd Land, vnto him his
 heyres executors & administrators for ever, for
 one beaver skine received, & the yearly rent of one bushell
 of Corne, & a quart of Lyquor to bee payd vnto the sd
 Nanuddemance & his heyres for ever at or before every fiue
 & Twentieth day of Decemb^r being Christmass day at the
 dwelling house of the sd Parker, reserveing out of the
 aforesd Land, Lyberty vnto mee my heyres to fish fowle &
 hunt, alsoe to sett otter Trapps with out Molestation/ The
 aforesd Land being bounded as followeth/

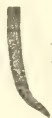
Begining at the first high head, vpon the South West
 side of Sagadahoc River, & soe running vp the sd River vnto
 Winnigans Cricke being by estimation six Miles, or there
 abouts, & all that Tract of Land South Westward vnto the
 Eastern part of Cascoe Bay/ To confirme the treuth hereof,
 I haue herevnto sett my hand the day & yeare aboue written/

Witnesses/

Henery Jocelyn/
 Richard Foxwell/
 Roger Spencer/

The Marke

of



Nanuddemance/

The marke of

Mr Robert Hoode Sagamore/

A true Coppy of this grant or deed aboue written, tran-
 scribed out of the originall & thejr with compared this 22th
 day of May : 1667 : p Edw : Rishworth Re : Cor :

Bee It known unto all men by these Presents, that I
 William Bonighton of Sacoe, do by these Presents assigne

BOOK II, FOL. 13, 14.

sell & make over vnto Mr George Munioy of Cascoe a Certen
 Shallop about six Tunns or thejr abouts with all
 W^m Boniton the Ankers Cables & sales, & appurtenances
 To belonging to her, to haue & to hould from mee
 Geo: Munjoy the sd William Bonighton, my heyres executors
 administrators, to him the sayd George Munioy his heyres
 executors administrators & assignes for ever, provided that
 in Case the sd William Bonighton [14] or his order shall
 well & truely pay or Cause to bee payd at the house of Mr
 George Munioy In Cascoe, sixteen^e pounds 3^r: at or before
 the last of October next, then this obligation to bee voyd &
 of none effect, or other wise to stand In full force & vertue;
 And It is agreed that William Boninighton shall haue the
 vss of the boate this sommer till Octobr^r next after the Date
 hereof, provided hee deliver the sd boate with the sayd
 appurtenances safe to the sd George Munioy, In as good
 condition as shee now is in Cascoe Bay In the Moenth of
 Octobr^r next, or the payment of the bills In good & Current
 pay, and the sd William Bonighton doth Insure the boate at
 this Present to bee his onely, & free from titles or Clames
 w^{ts}soever/ In witness of the treuth of the aboue written
 p^rmisses I William Bonighton haue here vnto sett my hand
 this sixt day of Aprill: 1667:

Signed & delivered In the

Presence of us/

Francis Neale/

Hene: Williams/

William Bonighton

his Marke 

Possession given of the sd Shallop

In the Presence of us, as witness
 o^r hands this 7th of Aprill, 1667:

Andrew Thornes marke 

Tho: Halies marke 

Andrew Thorne & Tho: Halie giue thejr oaths that they
 saw the Shallop deliverd as aboue expressd the 7: of Aprill:
 67: before mee Fran: Hooke Just^e pe

BOOK II, FOL. 14.

This Instrument was acknowledged & delivered before mee the day & yeare aboue written the 7 : Aprill : 1667 :
Fran : Hooke Just^t pe :

A Trve Coppy of this assignement aboue written, & of possession of the shallop delivered to Mr Geo : Munioy, with an acknowledgmt thereof transcribed out of y^e originall & therewith compared this 23 : day of May 1667 :

p Edw : Rishworth ReCor :

This Indenture made, the Two & twentieth day of Aprill, In the Eleaventh yeare of our Sovereign Lord, Charles, by the grace of god, King of England, Scottland, france, & Ireland, Defend^r of the faith &c : betwene the Councell estab-

lished at Plymouth In the County of Deavon for
the planting ordering ruleing & governing of New
England, in America on y^e one part, & Cap^t John
Masone Esq^r on the other part, Witnesseth/ That

Plimouth
Council
&
Jn^e Mason
w^{ras} our late Soueraign Lord King James of blessed memory, by his highness Letters pattents vnder the great seal of England, bearing date at Westminster the third day of Novemb^r In the eighteenth yeare of his highnesse Reign over the Realme of England, for the considerations In the same letters pattents expressed, hath absolutely given granted & Confirmed vnto the sayd Councell & thejr successors for ever, all the Land of New England In America lijug & being In breadth from fourty degrees of Northerly latitude from the æquinoctiall Lyne, to fourty eight degrees of the sd Northerly latitude Inclusiuely, & In length of & with in all the breadth aforesd, through out the Mayn Land from sea to sea, togeather alsoe with all the firme Lands, soyles, grounds Havons, Ports, Rivers, Waters, fishings Mines, and Mineralls as well Royall mines of gould & silver as other Mines & Mineralls, pretious stones quarries, & all & singular other commoditys Jurisdictions, Royalties, priviledges, frantises,

& præheminences, both with in the sd Tract of Land, vpon the Mayn, & alsoe with in the Islands, & seas adioyning (as by the sd Letters Pattents amongst diverse other things thejr in contayned, more at Large doth & may appeare)

Now this Indenture further Witnesseth, that y^e sd Counsell in P^rformance of an agreement made by & between them selues, & Inacted the third day of February last past before the date of these Presents, for a competent some of Money, & alsoe for diverse other good causes & considerations them the sayd counsell herevnto espetially moueing, haue given granted barganed sould, Infeoffed & confirmed, & by these Presents do give grant bargan sell Infeoffe & confirme vnto the sd Cap^t John Mayson his heyres & assignes, all that part purpart & portion of the Mayn Land of New England aforesd, begining from the Middle part of Nahumkege River & from thence to proceed Eastward along the sea Coast to Cape Ann, & round about the same to Pischataqua harbour, & soe forward vp with in the River of Newgewanacke, & to the furthest head of the sd River, & from thence [15] Northwestwards, till sixty Miles bee finished from the first entrance of Pischataqua Harbour, & alsoe from Nauumkeage through the River there of vp into the land West sixty Miles, from which perioud to crosse over Land to the sixty Miles end, accompted from Pischataqua through Newgewanacke River, to the Land Northwestward aforesd, & alsoe all that South halfe of the Yles of shoales togeather with all other Iselands & Iseletts as well Imbayd, as with in fwe Leagues distance from the Premisses, & abutting vpon the same or any part or Prcell thereof, not otherwise granted to any by spetiall name; All which Part & portion of Lands Islands & P^rmisses are from hence forth to bee Called by the name of New Hampshyre/ And alsoe the sd Counsell for the Considerations aforesd, haue given granted barganed sould Infeoffed & confirmed, & by these psents do give grant bargan sell Infeoff & confirme vnto the sd Cap^t John Mayson his heyres & assignes all that other Prcell or portion

of Lands, woods & wood grounds, liſing on the South Eaſt Part of the River Sagadahocke In New England aforeſd, at the Mouth or entrance there of, Contayneing, & to containe there tenn thouſand Acres/ Which ſd other Preell of Lands from hence forth is to bee Called by the name of Maſſonia/ And moreouer the ſd counſell for the conſiderations aforeſd, haue given granted bargained ſould, Infeoffd & Confirmed, & by theſe Preſents do give grant bargain ſell Infeoff & confirme vnto the ſd Cap^t John Maſon his heyres & aſſigns, togeather with the ſd bargained Premiſſes, all the firme lands ſoyles grounds Havons, Ports Rivers, waters fiſhings, Mines & mineralls, as well Royall Mines of gould & ſilver, as other Mines & Mineralls, preatious ſtones quarries, & all & ſingular other Comoditys, Jurisdictions Royaltys, priuiledges franſiſes, & preheminences both within the ſd Tracts of Land vpon the Mayn, & alſoe with in the Ylands & ſeas adioyneing/ Saveing, excepting, & reſerving, out of this Preſent grant onely the fifth Part of all the oare of gould & ſilver due to his Maieſtys heyres & Succeſſors, & In & by the ſd recited Letters Pattents reſerved/ To haue & to hould all thoſe the ſd ſeverall Preells of Land, & all the other ſd bargained Premiſſes, with thejr & euery of there appurtenācs (except before excepted) vnto the ſd Cap^t John Maſon, his heyres & aſſigns, to the onely proper vsſ & behalfe of him the ſd Cap^t John Maſon, his heys & aſſigns for ever, & to bee Inioyed as fully freely & In as large ample & benefitiall manner & forme to all Intents & purpoſes w^tſoeuer, as they the ſd Counſell & thejr ſucceſſors by vertue of the ſd recited letters Pattents might or out to haue hould & Inioy the ſame or any Part or Preell there of/ In witneſſ w^rof to the one Part of this Preſent Indenture, remaneing in the hands of the ſd Cap^t John Maſon, they the ſd Counſell haue afixed thejr Co^man ſeal/ to the other Part of this Preſent Indenture remajning In the hands of the ſd Counſell, the ſd Cap^t John Maſon hath ſett two his hand & ſeal dated the day & yeare firſt aboue written/ Anno:

BOOK II, FOL. 15.

Dom[~]: 1635: & sealed with the seal of the sd Counsell
thereon appended/

Vera Copia/

Fred : Ixem Noto^{rs} pub^lus

1664 :

A True Coppy transcribed out of the originall Coppy this
25 May : 1667 : & there with Compared p Edw : Rishworth
Re : Cor :

To all Christean people vnto whom these Presents shall
come, the Councell for the affayres of New England In
America send greeteing in o^r Lord god everlasting/ Was
our late Soueraign Ld King James of blessed memory, by
his highness letters pattents vnder the great seal of England
beareing date at Westminster the third day of Novemb^r In
the eighteenth yeare of his Reign over his highness Realme
of England, for the Consideration In these letters Pattents
expressd, & declared, hath absolutely given granted & Con-
firmed vnto the said counsell, & their successors for ever,
All the land of New England In America, liijg & being in
breadth from fourty degrees of Notherly Lati-
tude from the equinoctiall Lyne to fourty eight
degrees of the sd Notherly latitude Incluseively,
& In length of and with in all the breadth
aforesd, from sea to sea, together alsoe with all the firme
Lands Soyles grounds, havens ports Rivers, Waters, fishings,
Mines, & Mineralls as Well Royall Mines of gould & silver
as other Mines, & Mineralls pretious stoons quaries, & all
singular other commoditys, Jurisdictions Royaltys, privi-
ledges Frantisces, preheminences, both with in the sd Tract
of Land, vpon y^e Mayn & alsoe within the Yslands & seas
Adioyning, as by the sd letters pattents, amongst diverse
other things therein Contayned, more at large, doth & may
appeare; Now know all men by these p^sents, That y^e sd

Plim: Council
To
Jⁿ^o Mason

Counsell of New [16] England in America being assembled In publick Court, according to an act made & agreed vpon the third day of February last past, before the date of these Presents, for diuerse good causes & considerations, them y^rvnto espetially moueing, Have given, granted, aliened barganed & sould, & in & by these Presents do for them & thejr successors, give, grant, aliene bargane sell & confirme vnto Cap^t John Mason Esq^r, his heyres & assignes, all that part of the Mayn Land of New England aforesd, begining from the Middle part of Navmkeek River, & from thence to proceed Eastwards along the sea Coast to Cape Anne & round about the same to Pischataway Harbor, & soe forwards vp with in the River of Newgewanacke, & to y^e furthest head of the sd River, & from thence North Westwards, till sixty Miles bee finished, from the first entrance of Pischataqua Harbor & alsoe from Naumkecke through the River thereof vp into the Land West sixty Miles, from which period to cross over Land to y^e sixty Miles End, accompted from Pischataway, through Newgewanack River to the Land North West aforesd, & alsoe all that the South halfe of the Yles of shoales, all which Lands with the Consent of the Counsell shall from henceforth bee Called New Hamshyre/ And alsoe tenn Thousand Acers more of Land In New England aforesd, on the South East part of Sagadihoe, at the Mouth or entrance y^r of, from henceforth to bee Called by the name of Massonia/ togeather with all & singular Havens Harbors, Cricks, & Iylands Inbayd, & all Islands & Isetts, liing with in fve leagues distance of the Mayne land opposite & abbutting vpon the Premises or any part thereof, Not formerly lawfully granted to any, by spetiall name, & all Mines, Mineralls, quaries soyles, & woods, Marshes waters Rivers lakes, fishing, hawkings hunting, & fowling, & All other Royaltys, Jurisdictions preuiledges, Preheminences profitts, comōditys, & hæriditaments w^tsoever, with all & singular thejr & every of y^r app^rtenances & togeather alsoe with all rents reserved, & the benefitt of all profitts due to

the sd Counsell, & thejr successors, with pouer of Judicature in all causes & matters w^hsoever, as Well Criminall Capitall & civill, ariseing or which may hereafter arise with in the Lymitts, bounds & p^reinets aforesayd, to bee exercized, & executed according to the Laws of England, as neere as may bee, by the sd Cap^t John Mason his heyres & assignes, or his or thejr Deputys Leeffen^t Judges, Stewards or officers therevnto by him or them assigned, deputed or appoynted from tyme to tyme, with all other priviledges frantises, Lybertys, Immunitys, Escheats, & causuallitys, there of ariseing or which shall or may hereafter arise with in the sd Lymitts & p^reinets with all the Right title Clayme & demānd w^hsoever, which the sd Counsell & thejr successors now of right haue or ought to haue or Claime, or may haue or acquir hereafter in or to the sd portion of Lands, or Islands, or any of the p^rmisses, and In as large free ample benefitiaall a manner, to all Intents Constructions & p^rurposes w^hsoever, as the sd Counsell, by vertue of his Majestys sd letters Pattents may or Can grant the same saveing & always reserving vnto y^r sd Counsell & thejr successors pouer to receive heare & determine & singular appeale & appeales of every p^rson & Prsons w^hsoever, dwelling or Inhabiting with in the sd Territorys & Yslands or any Prt thereof, soe granted as aforesd, of & from all Judgments & sentences w^hsoever given with in the sd Lands, & territorys aforesd, To haue & to hould all & singular the Lands & p^rmisses aboue by these p^rsents granted (except before excepted) with all & all manner of Profetts, commoditys & h^reditaments, whatsoeuer, with in the Lands & p^reinets aforesd, to the sd Lands Yslands & p^rmisses, or any Part of them any wise belonging, or appertayning vnto the sd Cap^t John Mason his heyres & assignes, to the onely p^rper vss & behoofe of him the sd Cap^t John Mason his heyres & assignes for ever, to bee houlden of the sd Counsell & thejr successors p^r gladium Commitatis, that is to say by finding foure able men conveniently armed & arayed for the warr to Attend vpon the Gouvern^r of New

BOOK II, FOL. 16, 17.

England, for the publick service of, within foureteen days after any warneing given/ Yeilding & paijng vnto the sd Counsell & y^r successors for ever one fift Part of all the oare of the Mines of Gould & silver, which shall bee had possessed or obtayned, with in the Lymitts or p̄cincts aforesd, for all Rents services, dutys & demands w^hsoeuer, due vnto the sd Counsell & thejr successors, from any plantation within the Precincts aforesd, the same to bee delivered vnto his Majestys Receiver [17] his Deputy or Deputys assigned for the receipt there of to the vs of his Majesty his heyres & successors from tyme to tyme with in the Lands p̄cincts & territorys of New England, aforesd: And lastly the sd Counsell haue deputed & authoriz'd & appoynted & In their place & stead haue putt Henery Jocelyn Esq^r, & Ambrose Gibbines Gentle[~] or either of them to bee y^r true & lawfull Attorney, & Attorneys for them & In y^r name & stead to enter into the sd Lands & other the p̄misses with thejr appurtenances or any Part thereof in the name of the whool, & to take quiett & peaceable possession & seazin thereof soe had & taken as aforesd/ then to deliver the same vnto the sd Cap^t John Mason his heyres or assigns, or to his or thejr Certen attorney or Atturnys to bee by him or y^m deputed on that behalfe, according to the purport trve Intent & meaning of these p̄sents/ In witness w^r of they the sd Counsell haue here vnto afixed thejr co^man seal/ Dated the Two & Twenteth day of Aprill, In the Eleaventh yeare of the Reigne of o^r Soueraign Ld Charles by the grace of god King of England Scotland, ffrance & Ireland Defend^r of the faith Anno: Dom[~]: 1635 :

Sealed with the seal of the sd Counsell there to appended/

Vera Copia/

Fred : Ixem Notoio^s

Publicus/

A trve Coppy transcribed out of the originall Coppy & there with Compared this 27 : May : 1667 :

p Edw : Rishworth ReCor :

BOOK II, Fol. 17.

To the Kings most ex^hl^t Majestie/

The humble petition of Robert Mason of London M^rchant Edw^d Godfrey, Henery Gardiner, George Griffine & sundry other pattentees, & Inhabitants of the provinces of Hampshire, & Mayn, & severall other Tracts of Land in New England/

Sheweth

Mason Godfrey
&c
Petition to y^e
King

That your petitioners by Pattents granted, by yo^r Majestys most Royall father of ever blessed Memory, Were possessed of sundrey Tracts of land in New New England, with the diverse priviledges y^rvnto granted as by the sd Pattents may appeare, the which at a great Charge was populated, to the expence of aboue 20000^ld Sterlg: They governing the Colonys quietly & peaceably many years according to the laws of yo^r Majestys kingdome of England, But dureing these late sadd tymes of distraction here In England, those of the Pattent & Colloney of the Massatusetts, Intending to make them selues a free state, & to bring all that yo^r Majestys vast territory vnder thejr pouer & subjection, haue by strong hand & Menaces, deprived your petitioners of thejr lands & priviledges, seized on thejr Cattle, & would haue Imposed vpon yo^r petitioners & thejr servants an oath of fidelity to thejr goverment, with out any relation to your Majestys kingdome of England, laiing great fines vpon those that should seeke to England for releife, to some of yo^r petitioners rujne & y^r familys vtter vndoeing/

Yo^r petitioners must humbly pray, that In regard It is of Concernem^t to your Majesty, & redresse of yo^r Petio^{rs} that yo^r Majesty will be gratusly pleasd to referr the heareing of the Cases to the Right Hono^{ble} Ld Willoughby of Parham, Lord Baltimore, Robert Mason Docto^r of Laws, & one of the Maisters of request to yo^r Majesty Sir James Bunce, K^t & Barronett, Sir John Jacob K^t Sir Nicho: Crip K^t Sir Richd Foard, John Exton Docter of laws, Gyles Sweatt

BOOK II, FOL. 17, 18.

Docter of laws William Turner Docter of laws, & John Mills
Doct^r of Laws, & Thomas Povey Esq^r, or to any three or
more of them, to call before them all Prtys Interested, & to
hear & examine the whool matter complayned of, & accord-
ingly to report thejr opinions to yo^r Majesty what they con-
ceive fitt for yo^r Majesty to do In the Petitioners behalfe/

And they shall ever pray &c :/

Att the Court at Whitte Hall the 17 : Novembr 1660 :

His Majesty haueing beene moved in this peti-
Answer tion is graciously pleasd to grant the Petition^s
humble request, & to referr the Consideration thereof to the
L^{ds} K^{ts} & others in the petition mentioned, or to any three
or more of them, who are hereby authorized to call all Prtys
Interested before them, & after due examination had of the
Prticulars thejr in, his Majestys pleasure is, that they the sd
referees do report thejr proceedings & opinions therein to
his Majesty what they shall conceive fitt for his Majesty to
doe In the Petition^s behalfe as It is humbly desired, & then
his Majesty will declare his further pleasure/

Robert Mason/

vera Copia of this petition aboue written, &
his Majestys answere therevnto, transcribed out of thejr
originals & there with Compared this 28th d : of May : 1667 :
p Edw : Rishworth Re : Cor :

To the Kings Most Excellent Majesty/

According to yo^r Majestys refference vpon the
Mason &c
To y^e King petition of Robert Mason, Edward Godfrey &
others herevnto annexed, bearing date at White
hall the seaventeenth of Novembr 1660 : Wee haue heard the
Claymes & Complaynts of the Petitioners, & also summoned
by process publicquely, executed at the Exchange, [18] on
the xxith day of Janvary last, agajnst all p^{rs}ons Interested In

that business, but none appeared but Cap^t John Leverett, who acknowledged that formerly hee was Commissionated as an Agent of the Corporation of Boston In New England, but that now hee had noe authority to appeare or act in thejr behalfe/ vpon producing diverse letters Pattents, & examination of Witnesses, Wee find that Cap^t John Mason grandfather to Robert Mason one of the petitioners & Edw : Godfrey one other of the petitioners by vertue of severall Letters patents vnder the great Seal of England granted vnto them & others by yo^r Majestys late Royall father, by them selues & thejr assignes, haue been in Actuell & quiett possession of severall tracts Preells & devissons of Land, in New England, as In & by the sd letters Patents is pticularly expressed/ And that y^e sd Cap^t John Mason, & the sd Edw : Godfrey did expend, & lay out considerable somes of Money In settling Plantations & Collonys there/

That the sd Edward Godfrey hath lived there for five & twenty years haueing vndergone & discharged the office of Gover of the Province of Mayn, with much reputation & Integrity of Justice, & Indeauoring the regulation & gouernment of those Prts where hee lived, according to the known & settled laws of this Kingdome/

That Notwithstanding the sd Edw : Godfrey hath not onely been turned out of his sd place of Gouverment, but hath been vtterly outed & dispossesd of his lands & estate, in that County which the Inhabitants of the Massatusetts haue forcibly seized & still do detayne the same from him/

That It appeareth as Well by the testimony of Witnesses, as by a Coppy of the Letters Patents, that they were not to act any thing repugnant to y^e laws of England, nor to extend thejr bounds & lymitts of the sd Corporation further then three Miles Northwards of Merrimacke River; And as a memoriall & evidence there of, the Gouverner of the Massatusetts did sett vp an house about 30 years since w^h was Called the bound house, & is known by that name to this day/ And with devission & assignement or Lott of land the

Inhabitants & Patentees of the sd corporation of the Massachusetts rested contented for the space of sixteen years together, vntill about the yeare 1652: they did Inlarge & stretch y^r lyne about three scoore Miles beyond thejr known & settled bounds, aforesd; And haue thereby not onely Invaded & Ineroached vpon plantations, & Inheritances of the petition^r & other yo^r Majestys subjects, but by Menaces & armed forces Compelled y^m to submit to thejr vsurped & arbitrary government, w^h they haue declared to bee Independent of yo^r Majestys Crowne of England, & not subordinate there vnto/ It appeareth further by the Witnesses, that y^e Collony of the Massachusetts hath for this many years past, haue Indeauored to Moldle & Contrive themselues into a free state or Coman Wealth, with out any relation to the Crowne of England, Assumeing on them selues the name & style of a Coman Wealth, Issueing out of Writts In y^r owne names, Imposing of Oaths to bee trve vnto them selues contrary to that of Alleagiance, Coyneing of Money with thejr own stampe, & signature, exercizing an Arbitrary pouer over the estats & Prsons of all such as submitt not to thejr goverment, allowing them noe appeals to England, & some haue been soe bould as publiquly to affirme, that If his Majesty should send them a Governer, That the severall Townes & Churches throughout the whoole Countrey vnder y^r government did resolve to oppose him/ And others haue sd that before they of New England would or should submitt to any appeale to England, they would sell that Countrey or plantation to the King of Spaine/

That by reason of the pmisses, the sd Robert Mason, & Edw: Godfrey, haue been damnifyd In thejr plantations, & estates to the valew of fve thousand pounds, according to y^e Judgmet & estimation of severall Witnesses, examined In y^t behalfe/

But by what Pretence of right or authority, the Massatusetts haue taken vpon them to Proceede & act In such a manner doth not appeare to us/

BOOK II, FOL. 18, 19.

All which Wee most humbly represent to yo^r Majesty, In duty & obedience to your Co^mands, not Presumeing to offer any opinion In a business of soe high Importance, wthin the Publique Interest & Government of yo^r Majesty, appeares soe much Intermix't & Concern'd with the private Interest of the petitioners/

	Robert Mason/	G. Sweit
veria Copia, of this returne	Ja : Bunce/	Richard Ford
made by the referrees to	Joh : Exton	John Myles/
his Majesty, transcribed	Tho : Povey/	
out of the originall & thejr		
with compared* this 29 th day of May/		
1667 : p Edw : Rishworth	Re : Cor :	

To the Kings most Ex^t Majesty/

The humble petition of Robert Mason of London M^rchant pattentee of the province of Hampshyre, & the heyre of Edw : Godfrey Inhabitant of the province of Mayn, In New England/

Sheweth/

That yo^r petitioners did in Anno : 1660 : In a former Petition presented to yo^r Majesty sett forth the vnjust & tiranicall proceedings of those of the Province of the Massatusetts against yo^r petitioners/ Where-
 vpon your Majesty was most graciously pleasd to referr the consideration of yo^r Petitioners Complaynts vnto the Right Hono^{ble} the Lord Willowby of Parham, Ld Baltimore, Robert Mason Doctor of laws, & one of the Maisters of request to your Majesty, James Bunce K^t & Baro^{tt} John Jacob K^t Sir Nicho : Crisp, S^r Richd Ford, John Exton Docter of laws, Gyles Sweit Doctor of laws, William Turner Doc^{tr} of laws, [19] John Mylls Doct^r of Laws & Thomas Povey Esq^r, or to any three or more

Masons Petition
 To
 the King

of them, who were authorized to call all Prtys Interessed before them, & after due examination had of the Prticulars, to make report thereof to yo^r Majesty, & then your Majesty would declare your further pleasure/ The former petition & reference with the referrees report, being here vnto Annexed is humbly Presented to yo^r Majesty/

Your Petio^{rs} most humbly pray, that In regard yo^r Majesty is pleasd to send over Commissio^{rs} to New England for y^e settleing of yo^r Majestys Country, & seing noe Prson appeared here In defence of the Massatusetts of the Corporation of Boston in New England, to the Complaynt of yo^r Petio^{rs} That y^r fore yo^r Majesty would bee gratusly pleasd to referr & recomēd the Complaynts of yo^r Petitioners, with the report of the referrees, vnto the further examination of those your Majestys Commissioners for New England, with pouer to determine there of as they shall see fitting/

And yo^r Petio^{rs} shall ever pray/

A true Coppy of this petition aboue written transcribed out of the originall & there with compared this 31 : May : 1667 : p Edw : Rishworth Re : Cor :

Collo[~] Richd
Nicolls/

London 3 : May : 1664 :

And much Honord Sir/

It hath been my great misfortūe that I had not the honor of your acquaintance, before you left London, since you are by his Majesty appoynted one of the Commissioners for New England, & as I am Informed recomēded to that Countrey for y^e Generall Gouēr, thereof I am hartily glad ; I am heyre to, & proprio^r of a very considerable Tract of Land In New

Robt Masons
Letter to
Col^o Nicolls

England liing vpon the River of Piscataqua, according to the Indenture here Inclosed, being true Coppys examined & Attested by Fredericke Ixem publi & soole notary to our Soueraign Ld the King, the bounds of my pattent w^{by} you will peeve my grandfather John Mason Esq^r, did in his life tyme expend vpon y^t Province of New Hampshyre w^{by} my Lands are called, aboue eight thousand pounds the benefitt whereof Wee Inioyed till about y^e yeare 1650: Those with out the Collony of Boston with out cause or reason seized on my estate, severall of the Inhabitants Complijng & combining with them, to defraud mee of my right, & hitherto Iniustly haue made hauocke thereof/ It is therefore my humble request to you that you will bee pleased, with others the Commissioners to bound of severall Pattents, that so all manner of Contention for future may Cease, & according to as vnder my hand and seal I haue given you full pouer to order settle & governe my province, as In yo^r wisdom you shall see fitting, & to erect Courts of Judicature In such places of the province, as shall bee most Convenjent for the Inhabitants, for that I haue noe dependance vpon, or relation two the Courts of Boston/ & that you place such Magestrats & officers in that province as you shall best bee pleased, w^{by} It may bee governed vnder obedience to his Majesty/ And if it shall please you to take care of these my lands In the letting & Renting thereof, I shall readily allow yo^r Worsh^p the one 3d part of all the profetts, that shall bee made thereof, which in a short tyme will bee very considerable, there being aboue one Thousand familys vpon the land you may bee pleasd to lett there leases for such Tearme of years as you shall thinke fitting/ & if you cannot act herein Immediately your selfe, you may please to substitute yo^r Attorney whom you please, hee giving you an Accõpt thereof/ I haue a Kinesman Mr Jos: Mason liueing at Piscataqua, who was formerly my agent but by reason of his age, is not able any longer to Act therein/ hee can give you a good Accompt of the state of my affayres/ the

most considerable of the Lands Improved by my grandfather, are those that ly by the entrance of Pischataway harbour, with the great Island, & the lands at Newgewanacke, where vpon are many Saw Mills/ these Lands will yejld a considerable Rent/ for lands wch haue been Improved by others at thejr Charge I leave that to your selfe, to take such rent as may give them Incoragement/ I hope you will not denie mee the acceptance of this trouble/ begging yo^r answere I humbly take leave & rest/

yo^r most humble servant/

Bee pleasd to direct yo^r letters

Robert Mason

to mee In S^t Nicho : Lane/

I must confess I am altogether a stranger to you, but by the next poast Mr Vmfrey Nicholson my good frejnd & Neighbour will write you in my behalfe/ Mr Secretary Bennett acquainted mee this day that hee had recommended my business to you, according to a petition I delivered his Majesty/

A true Coppy of Mr Robert Masons letter directed to Gener^{ll} Nicolls, transcribed out of the originall & therewith Compared this 31 : d : of May : 1667 :

p Edw : Rishworth Re : Cor :

By this publike Instrument of Procuration or letter of Attorney, bee It known & manifest vnto all people, that on the third day of the Moenth of May Anno Domⁱ 1664 : In the sixteenth year of our Sovereign Ld Charles the second by the grace of god King of England Scotland, France & Ireland Defend^r of y^e faith &c : Before mee ffredericke Ixem soole Notary & Tabellion Publique to & for our sayd Sovereign Ld the King, Admitted & sworne, dwelling in this citty of London, & In the Presence of the witnesses afternamed Prsonally appeared Robert Mason of London aforesd Mrchant, vnto mee Notary well knōn [20] And declared that

was by Indenture beareing date the Two & Twentieth of
 Aprill one thousand six hundred thirty & five, Made between
 the Honorable Counsell then established at Plymouth In the
 County of Deavon for the planting ruleing ordering & gov-
 erneing of New England, In America of one Part, and Cap-
 tajn John Mason Esq^r of the other Part, w^{ro}f a Coppy Athen-
 ticke goeth here with, vnder my notoriall firme & seal of
 office, The sd Counsell amongst other things therein con-
 tained, haue barganed & sould vnto the sd Cap^t John Mason
 his heyres & assigns for ever, all that Prt of the Majne Land
 of New England thejr in Called New Hampshire,

Ro^t Mason's
 Letter of Attor:

To
 Col: Nicholls

& other Preells of Lands & priviledges & advan-
 tages at Large in the sd Indenture mentioned, &
 as there by may appeare/ Now the sayd
 appearor, being as hee declareth & deposeth hee is, Grand
 Child & sole hejre of the sayd Cap^t John Mason, In the first
 place revoakeing makeing voyd & of none affect all former
 & other Procurations & powers w^{is}oever, by him for the
 after mentioned affect given or granted to any Prson or
 Prsons w^{is}oeuer Hath De novo, made ordajned, & In his
 stead & place hath putt & Constituted, & by these Presents
 doth make ordajne & In his stead & place doth putt & Con-
 stitue his Trusty & Well beloued frejnd, The Honor^{ble}
 Colonell Richd Nicolls Governer of New England, his trve
 & Lawfull Attorney & assigney giving vnto him full pouer
 authority, & spetiall charge for, In the name & to the vss of
 the sd Constituant, his heyres & assignes to enter into &
 vpon the sd Lands In the sd receited Indenture mentioned
 too bee sould or into any part there of, In the name of the
 whoole, & to take possession thereof, And by lease or for
 yearly Rent, & vnto such Prson or Prsons for such tyme &
 such prises & vpon such tearmes & Conditions as his sd
 Attorney shall thinke fitting, & most Conduceing to the
 Profit & aduantage of him Constituant, To lett or sett all
 or any Part or Preell of the sayd Lands, And alsoe all or
 any houses edifices or bujldings there on Erected or bujlt, or

to bee Erected or bujlt & all rent due, or to bee due for the same, or any Part thereof, to recover & receive of & from such Prson or Prsons as it of right shall appertajne/ And of the receipt to make & give due acquittance, & for the effect aforesd to make & pass all such Leases & other writing or writings as shall bee necessary & required/ & If neede bee for the Premisses to appeare, & the Prson of the sd Constituant to represent In all Courts, & before all Lords Judges & Justices/ & to do say pursue Implead seize sequester Attach to Arrest Impryson & to condemne & out of pryson agajne wⁿ neede shall bee to deliver/ Likewise one Attorney or more with like or lymited pouer vnder him to make & substitute, & his pleasure to revoake & generally in & concerning the Premisses, & the Dependences thereof to doe, say finish conclude and execute & accomplish all & w^{ts}oever the sd Constituant him selfe might or could do Prsonally All which the sd Constituant doeth promiss to haue & hould for good firme & of valew for ever/ Provided, that his sd Attorney (haueing by force here of otherwise taken possession of the sd Lands or any part y^rof shall bee bound att demānd to deliver the same vnto the sd Constituant his executors or assignes, a trve & p^rfect Accompt of and for w^{ts}oever by him or his substitute shall bee doune or procured to bee doune In & about the premisses, by vertue hereof/

In witness where of the sd Constituant hath here vnto putt his hand & seale/ This was dōne & passed In this Citty of London In the Prsence of William Storey & Robert Barton my Clarkes

Witnesses/

Robert Mason (^{his}seale)

William Storey/

Quod Attestor Manv aesignilla/

Robert Barton/

Fredrick : Ixem Notoriōs publi^s

vera Copia of this letter of Attorney aboue written transcribed out of the originall & there with Compared this 31 : day of May 1667 :

p Edw : Rishworth Re : Cor :

[21] To all Christian People, to whom this present Writing shall come/ I Richard Nicolls Esqr, Governer of all the Territorys belonging to his Royall Highness, the Duke of Yorke In America, send greeting/ Where as Cap^t John Mason, was heretofore Interested in a Certen Tract of Land In New England Commonly Called New Hampshire, as alsoe In severall other Preells of Lands adioyneing there vnto, together with diverse Priviledges & advantages, as In an Indenture beareing date the 22th day of April 1635: made between the Hono^{ble} Counsell then established att Plymouth, In the County of Deavon, for the planting ruleing ordering & governing of New England In America, of the one part & the sd Cap^t John Mason on the other part, more at large doth appeare/ And whereas the Right Title & Interest of the sd Cap^t John Mason, is devolved vpon Robert Mason of London Merchant his grand child, who by an Instrument vnder his hand & seale, Attested by Fredericke Ixem Sole Notary & tabellion publique to & for our Sovereign Lord the King, vnder the seale of his office, hath putt & Constituted mee his true & lawfull Attorney & Assignee, givinge mee full pouer & authority to Enter into & vpon the Lands In the sayd recieted Indenture mentioned, or Into any part thereof/ And to lett or sett all or any part or precell thereof/ As alsoe to make a passe a Lease or Leases of the same/ And one Attorney or more to make & substitute under mee as neede shall require/ For the better Manageing, & preservation of the sayd estate, for the vse & benefitt of the Proprieto^r his heyres & assignes Now know yee, that for diverse good reasons & Considerations mee here vnto Espetially moueing, I haue made Constituted ordayned appoynted, And In my place & steade, by these presents haue putt my Loueing frejnd Nicholas Shapleigh of Kittery In Pischataqua River M^cchant, my trve sufficient and lawfull Attorney to take care of all the sd estate of Robert Mason

Rich^d Nicolls
Lettr of
To Attorney
Nico Shapleigh

aforesd, wherewith I am Entrusted, that noe part thereof
 bee Imbesselled or destroyed/ More espetially for the pres-
 ervation of Mastings, & other Timber trees growing vpon the
 sd Land, fitt for shipping which diverse Prsons haue taken
 the Lyberty to cutt downe & destroy without lycence or
 giving any Accompt for the same/ I do therefore hereby
 give vnto my sd Attorney, full pouer and authority to hinder
 all or any Prson or Prsons, from Cutting any such Tymber
 or Tymber Trees or Masts growing vpon the Lands aforesd/
 And any such Prson or Prsons to sue & Impleade, who shall
 Committ any trespass vpon the same/ Provided Notwith-
 standing that It shall & may bee lawfull for my sd Attorney,
 & such as hee shall Imploy to Cutt down & transport any
 trees for Mastings, or any other vse for shipping, as hee shall
 thinke fitt with in the bounds & Lymitts of the sayd Lands
 with in the Pattent mentioned, liing on the South West side
 of Pischataqua River, and soe vpward Into the Countrey, as
 fare as any Convenjency is for the same/ Hee rendering to
 mee a trve & iust Accompt of all such Tymber Trees and
 Masts as hee shall cause to bee Cutt down or Transported
 togeather with the valew thereof: And w^tsoever my sayd
 Attorney shall Lawfully do In my name, concerning the
 Premisses, I do by these presents ratify & Confirme/ In
 witness w^r of I haue herevnto putt my hand & seale the
 20th day of Novemb^r In the Eighteenth yeare of his Majestys
 Reign, And In the yeare of our Lord God, 1666 :

Signed sealed & Delivered, (^{his}seale) Richard Nicolls

In the Presence of,

Robert Carr/ Mathias Nicolls

Edw : Sackeuill/

vera Copia of this letter of Attorney transcribed out of
 the originall & there with Compared this first day of June
 1667 p Edw : Rishworth Re : Cor :

[22] Robert Mason his Title & estate In Certajne Lands
In New England/

King James of ever blessed Memory, by his letters Pattents vnder y^e great seale of England beareing date at Westminster the 3d day of Novembr 1620 : In the eighteenth yeare of his Reign ouer the Realme of England for the Consideration there in mentioned did give grant & Confirme vnto the Counsell of New England & there successors for ever all the Land of New England In America In breadth from fourty degrees to fourty eight degrees of Northerly Latitude from the equinoctiall Lyne, & in length of & with in all the breadth aforesd from sea to sea, togeather alsoe with all & singular other Comoditys, Jurisdictions, Royaltys, & priuiledges In the sd Tract of Land & Yslands & Seas adiaycent as by the sd Letters Pattents relation being there vnto had more at large appeareth/

The sayd Councell of New England as by their Indenture bearing date the 9th day of March In the nineteenth yeare of y^e Reign of King James for diverse good Causes & considerations them therevnto moueing, did grant bargane & sell vnto John Mason Esq^r his heyres & assignes for ever, all that great head Land Comanly Called or known by the name of Cape Trapigrandu or Cape Ann, with the North South & East Shoares liijng & being In the Northermost Parts of the Massatusetts Country, & to the North Eastwards of the great River of the Massatusetts, Streaching it selfe out into the Eastward about two leagues or thereabouts, & liijng between the latitude of fourty two & fourty three degrees or there abouts, the backe bounds there of towards the Mayne Land to begine with that part of the next River to the North ward of the sayd Cape, w^{ch} runnes vpwards Into the Countrey of the Maine Land Westwards, and is devided from y^t Port Harbour or River w^{ch} runneth into the Land next Adiaycent to the Southwards of the sayd great Cape, or head Land by the Narrowest streight or passage over the Necke of y^e Land, betwixt the sayd two Rivers & soe forth East-

wards into the sea, & to the vtmost part of the sd head Land or Cape, & round about the same to the Southwards, & from thence to the next River Porte or Harbour Entering with in the body of the Continent or Mayne Land Westwards, & to the sd Narrowest Necke, or distance over Land, betwixt the sajd two Rivers w^h makes the sd Head Land or Cape a peneInsula w^r the Prambulation begane & halfe way over that is to say to y^e Midest of the sd Two Rivers, w^h bounds or Lymitts the sayd Cape & head Land both on the North & South side thereof, togeather with the great Ysland liing before the Bay, harbour or River Antiently Called Angoam or Aggowam, & more lately South hampton, scituate liing or being to the North West Wards of the sayd Cape, or head Land aforesd, & all other Yslands adiacent, within three Miles thereof, to bee houlden of his Majesty his heyres & successors, as of his Majestys highness manner of East Grejue Witch, In the County of Kent In fee & Comman Soccage togeather with all other rights & priuiledges w^tsoever, as by the sajd Indenture relation being there vnto had more at Large appeareth/

And further the sayd Councell of New England In publieke Court according to an Act made, as by thejr Indenture beareing date the 22th of Aprill 1635: & agreed
Mason's
Rights vpon the 3^d of Febru: 1634: for a Competent
 some of Money, & for diverse other good causes
 & considerations them there vnto espetially moueing, did grant bargane & sell vnto John Mason Esq^r his heyres & assignes for ever all that Tract of Mayne Land In New England aforesd beginning from the Middle part of Navmbecke River from thence to proceede Eastwards along the sea Coast to Cape Ann, & round about the same to Pischataway harbour, & soe forward with in y^e River of Newgewanacke, & to the furthest head of the sayd River & from thence North Eastwards till sixty Miles bee finished from the first Entrance of Pischataway Habour & alsoe from Navmbecke through the River, thereof vp into the West Land sixty

BOOK II, Fol. 22, 23.

Miles from w^{ch} perioud to Crosse over Land to the sixty Miles end Accompting from Pischataway through Newgewanacke River to the Land North West ward aforesd/ And alsoe all that that the South halfe of the yles of Shoales/ All which Lands shall from hence forth bee called New Hampshyre/

And alsoe tenn thousand acers of Land In New England, on the South East part of the River Sagadahocke, at the Mouth or Entrance y^{of} from henceforth to bee Called Massonia, togeather with all other Ylands Ysletts as Well Imbayd as with in fiew leagues distance from the Premisses, & abutting vpon the same or any Part or Prcell y^{of} & all other rights & priuiledges w^hsoever, as by the sayd Indenture relation being there vnto had more at large appeareth/

[23] The sayd John Mason Esq^r by his last will & testament beareing date the 26th of November : 1635 : Leaves his Lands aforesd vnto his Grand sunn Tufton alias Mason to him & his heyres for ever/

A trve Coppy of the Title of Mr Robert Mason Lands transcribed out of the originall & therewith Compared this 1 : June 1667 : p Edw : Rishworth Re : Cor :

The Deposition of Allexander Joanes/

Sayth that this Deede of Mr Ric : Vines, that hee made to

Alex : Joanes
Testimony
for
Tho^s Withers

Thomas Withers for his Land In the Spruse

Cricke, that William Walden and this Deponent

were Witnesses vnto, was made at Mi^s Lynnes

Where shee now dwelleth, & that his bounds on

the Eastern side of the Cricke, did begine at the Easter

Cricke, at a Necke of Land, Called Pine Poynt, & soe on

the Wester side of the cricke, It beginneth at y^e Western

Cricke that goeth in West at Eagle Poynt Marsh : & so up

along the Cricke as the deede doth expresse/

Taken before mee this 22th of Octob^r 1666 : vpon oath

Francis Champnoown Just : pea :

BOOK II, FOL. 23.

A true Coppy of this Deposition aboue written transcribed
out of the originall & there with compared this 8th June :
1667 : p Edw : Rishworth ReCor :


To all Christean people to whome the Presents shall come/
greeting in our Lord god everlasting/ Know
Thos Elkines yee that I Thomas Ellkines for diverse good
To Causes & Considerations mee hearevnto moue-
Peter Hinkson ing, haue given granted barganed & sould vnto
Peter Hinkeson ffisherman eight Acers of Marsh In bla[~]:
Poynt River, foure Acers lijng next to the River of the
Widdow Mills & soe along the River till the foure Acers bee
made vp, & for Acers lijng next to Richard Moore, which I
the sd Peter Hinkson Moved before, from the dried tree &
soe vp Into the Marsh till the foure Acers bee made vp, & I
the sd Thomas Ellkines doe for mee my assignes absolutely
lett sell & Confirme vnto Peter Hinkeson or his assignes the
eight Acers with all profetts priuiledges therevnto belonging,
with out the Lett hinderances or Molestation of mee Thomas
Ellkines or any other Prson w^{ts}oeuer/ as Witness my hand
& seal the 8th day of March 1664 :

Witness/

Samell Oakeman/

John Budesarte/


Thomas Ellkines (^{his}_{seal})

his Marke 

A true Coppy of this Instrument
aboue written transcribed out of the Orig-
inall & there with compared this first day
of July 1667 : p Edw : Rishworth ReCor :

This Instrument Witnesseth that I Christopher Ellkines
of Bla[~]: Poynt ffisherman, doe by these sell &
Christor Elkins sett over all my right Title & Interest of Two
To Acers of sault Marsh, lijng on the North West
Peter Hinkson side of Pine Cricke, ouer against Ric : Moores

Plantation, vnto Peter Hineson his heyres & assignes, for & in Consideration of Thyrty shillings in hand payd, & do by these bynd my selfe vnto the sayd Hineson In the some of Three pounds English money to make good this my sayle & alienation against all men the high rent of the Lord excepted/ to witness the treuth hereof I doe herevnto sett my hand this 15th day of June : 1667 :

Acknowledged before mee Christopher Ellkines
the day abouesd Henry Jocelyn Just pe : his Marke 

A true Coppy of this Instrument aboue written transcribed out of y^e originall & there with Compared this 1 : day of June 1667 : p Edw : Rishworth Re : Cor :

To all Christean people vnto whom to whom this Present Deed of Sayle shall come/ Major William Phillips of Winter Harbour In the Province of Mayn, In New England In America sendeth greeteing, In our Lord god Everlasting, Know yee that the sd Major William Phillips, with the free & volentary Consent of Bridgett his wife, for a valewable consideration in money & other current pay in New England to him In hand before the sealing & delivery here of, Well & truely payd by Richd Russell of Charles Town in the Collony of the Massatusetts in New England M^{ch}ant the receipt of w^{ch} valewable Consideration the sd Major William Phillips doth acknowledg by these Presents, therewith to bee fully satisfyd & contented, & there of doth acquitt & discharge the sd Richard Russell, his heyres executors administrators & assignes, & every of them for ever by these Presents, hath given granted barganed sould, aliend, Enfeoffed & confirmed, & by these Presents doth fully clearly & absolutely give grant bargain sell alien Enfeoffe & Confirme vnto the sd Richd Russell, his heyres & assigns for ever, a Tract or quantity of Land Contayncing Two thousand Acers lijng & being aboue Sacoe

W^m Phillips
To
Richard Russel

Falls, in the Province aforesd, being in breadth vp Sacoe River Two Miles North Westwardly, & to runne In Length vpon the Mayn Land so fare on the sd breadth, as to make vp the sd quantity or Number of Two thousand Acers, & is butting on Sacoe River Easterly & on the Land of the sd Major Phillips Westwardly, & is bounded by the Land of the sd [24] Major Northerly, & by the Land of Edw : Tyng Southwardly, with all the Tymber Trees, woods, vnderwoods, Meddows, waters, ways, fishing fowling hunting, comman of Pastur, Rights, lybertys, profetts & hereditaments w^tsoeuer, growing, ariseing, being, comeing Issueing, in vpon or out of the Premisses, & every Part & parcell there of or to the same or any part y^r of belonging, or in any manner or wise app^rtayneing/ And all the estate Right title, interest vss propriety possession Clame & demand w^tsoeuer, of him the sd Major William Phillips, of in or to the sayd barganed p^rmisses, or any Part y^r of, & all deeds evidences & writeings w^tsoeuer Which concern the sd barganed p^rmisses onely, & coppies of such deeds evidences & writeings which concerne the same with other things, to haue & to hould y^r sayd Two thousand Acers of Land, lijng & being butted & bounded as aforesd with all & singular the Emoluments & appurtenances y^r of & priuiledges there to in any wise belonging or app^rtayneing, vnto the sd Richd Russell his heyres & assigns, to the onely proper vss & behoofe of the sd Ric : Russell his heyres & assigns for euer/ And the sd Major William Phillips for him selfe, his heyres executors administrators, do covenant & grant to & with the sd Richard Russell his heyres & assigns by these Presents in manner & forme following/ that is to say that hee the sd Major William Phillips at the tyme of the grant bargan & sale of the p^rmisses to the sd Richard Russell, & vntill the delivery hereof vnto the sd Richd Russell, to the vss of him his heyres & assigns for ever, was the true & lawfull owner, & proprio^r of the aboue barganed p^rmisses/ And that hee hath in him selfe full pouer & lawfull authority, the premisses to grant bargan sell &

Confirm as aforesd/ And that the sd Richd Russell his heyres & assignes, shall & may hence forth for ever lawfully peaceably & quietly haue hould vss possesse inioy & dispose of the sd barganed p'misses with the appurtenances there of free & cleare & Clearely exonerated acquitted & discharged or other wise at all tymes by the sd Major William Phillips his heyres executors & administrators sufficiently saved defended & keptt harmeless vnto the sd Ric: Russell his heyres & assignes from all & all manner of former & other grants gifts, bargans sales leases assignements Morgages, Wills, Entayles Judgments executions, forfeitures, seazures, Joyntures Dowryes & thirds of Bridgett his now wife, to bee Clamed or Challinged of in or to the same, or any part thereof/ And of & from all other Tytles charges acts & Incomberances w'soeuer had made done Committed or suffered to bee had made committed or done by the sd Major William Phillips his heyres executors administrators, or any other Prson or Prsons w'soeuer lawfully Clameing, or pretending to haue any estate right title Interest clajme or demand w'soeuer, of in & to the same or any Part thereof from by or vnder him, them or either of them/ And that the sd Major William Phillips, his heyres executors administrators the sayd barganed Premisses, vnto the sd Richard Russell his heyres & assignes aganst y^m selues respectiue, & all & every Prson & Prsons w'soeuer claimeing or to Clajme any estate right title Interest vsse propriety, Claime or demand w'soeuer, of in & to the same, or any part thereof, from by or vnder him them any or either of them shall & will warrant & for ever defend by these Presents/ And that y^e sd Major William Phillips his heyres executors administrators vpon reasonable & lawfull demānd, shall & will Prforme & doe, or Cause to bee Prformed & done, any such further Act & thing w'soeuer, whither by way of acknowledgment of this Present dedde or release of Dower In respect of her the sd Bridgett, or In any other kind that shall or may bee for the more full compleateing confirming & sure makeing

of the sd barganed Premisses, vnto the sd Ric : Russell his heyres & assignes for ever, according to the true Intent here of, & according to the laws of the Province or Jurisdiction wⁱⁿ the sayd barganed Premisses lyeth : In witness w^r of the sd Major Will : Phillips hath herevnto sett his hand & scale, the eighteenth day of Febru : in the yeare of our Lord one thousand six hundred sixty six, & in the nineteenth yeare of the Reign of our Sovereign Ld Charles the second, by the Grace of god, of England, Scotland, France & Ireland King Defender of the faith &c^t :

Signed sealed & Deliuērd

William Phillips/ (^{his} seal)

In the Presence of vs/

Bridgett Phillips/

Robert Pateshall/

Major Will: Phillips owns this

Ephraim Turner/

Instrum^t to bee his Act & Deede

William Pearse/ S^{or}/

y^s 6: July: 74: before mee Edw:

Rishworth Assote |

A true Coppy of this Instrument or deede
about written, transcribed out of the
originall & y^rwith Compared this 24th
day of July 1667 : p Edw : Rishworth
ReCor :

[25] Know all men by these Presents that I Christopher Ellkines of Blak : Poynt Planter, do for & in consideration of the some of Twenty pounds to mee In hand payd, bargan & sell vnto Josua Scottow of Boston M^rchant all that Preell of vpland & Marsh lijng in the sd Bla^t : Poynt being one halfe of the plantation, w^{ch} was formerly John Burrages, next adioyning to John Lybby, with all the profetts & priuiledges y^r vnto belonging, by Mr William Smyth Conveyed vnto my late father, & by my sd father Conveyed vnto mee, according to a deed of sayle Dated 26 : 7ber 1663 : & alsoe one halfe of the house now In y^e possession of Willia : Batten & one halfe of the vpland & Marsh, with one halfe of all the

Chris: Elkins

To


Joshua Scottow

BOOK II, FOL. 25.

priviledges & profetts y^rvnto belonging/ To haue & to hould
all & singular the abouesd bargajned premisses, to him the
sd Josua Scottow his heyres & assignes for ever, & to Inioy
the same free from all other Clames, & with out Molestation
from any other Prson or Prsons w^tsoever/ In Confirmation
of the p^rmisses, I the sd Christopher Ellkines for my selfe
heyres executors, & administrators, have here vnto sett my
hand, & seal the 20th day of June : 1667 :

Witness Willia^m Pittman/

The Marke of (^{his}
seal)

The marke  of Richd
Hummuell/

Christopher Ellkines 

vera Copia of this Instrument transcribed out of the origi-
nall & y^rwith Compared this 24th day of July 1667 : p Edw :
Rishworth ReCor

Know all men by these Presents that I Andrew
And: Brown Brown of Bla^m Poynt In the Province of Mayn
To Joshua Scottow Planter, for full & valewable Consideration to
mee In hand payd, by Josua Scottow of Boston
M^cchant, haue given, granted, barganed & sould, & by these
Presents, do giue grant bargain sell, Enfeoffe & confirme
vnto the sd Josua Scottow a Necke & slipp of Marsh land,
lijng & being in the sd blacke poynt, & adiacent to the
Land of the sd Scottow, contaying twenty acers more or
lesse bonding & begining with the first Cricke, next vnto a
fence or double ditch of mee the sd Andrew Browne &
thence along the sd Cricke vnto a fence of Rayles about
certen small ponds, & from thence streight along to the head
of another Cricke, running into the River on the other side
of the Necke, & along that Cricke vnto a stake & poole sett
vp in the sd Cricke, & from thence vpon a direct Lyne vnto
the South easterly end of the sayd Scottows dary house,
bounded South West & Notherly with the River In part, &
In part Easterly with the Lands of the sayd Scottow,

togeather with free passage & repassage, with Cart or slead
vpon the Land bordering therevpon, & If horse & foote
through any part of the Land belonging to mee Andrew
Browne, & to mantayn a sufficient fence vpon the vpland, so
as noe cattle may trespass vpon any part of the pmisses;
To haue & hould all the sd barganed Premisses with all
priuiledges & appurtenances therevnto belonging, to him the
sayd Josua Scottow, his heyres or assignes for euer, & to
Inioy the same free from all other barganes, & with out any
Clame or Molestation from any Prson or Prsons w^tsoeuer, &
to sure the same & every part & Pcell there of, to bee
warrantized & Confirmed by mee the sd Andrew Brown my
heyres executors & administrators, to the sd Josua Scottow
his heyres or Assignes for togeather with all the appurte-
nances & priuiledges hereof as aforesd/ In confirmation
Where of I the sayd Andrew Brown for my selfe heyres
executors & Administrators, haue here vnto sett my hand &
seale/ Black Poynt this xv day of June 1667: & In the
xviij yeare of our Soueraign Ld Charles the second, King
of England Scotland France & Ireland & c^t:

Witness William Pitman/

Andrew Brown (^{his} seal)

John Foxwell/

his Marke 

William Burrage

his Marke 

Andrew Brown acknowledged this to bee his
Act & Deede to the vsse of Mr Josua
Scottow/ before mee this 15th day of June
1667: Henry Jocelyn Just: pea[~]:

vera Copia of this Deede of sayle aboue written, tran-
scribed out of the originall & there with Compared this 26:
day of July: 1667:

p Edw: Rishworth ReCor:


Book II, Fol. 25, 26.



W^m Phillips Received of Nicho : Bully of Sacoe this 20th of
 Rec^d to October 1663 : to say five pounds In a bullocke
 Nic^e Bully which is for & in consideration of full satisfaction
 of the Judgments & Charges of two Actions granted mee at
 Wells In the yeare 1663 : I say received by mee/
 Testes Edw : Rishworth/ William Phillips/
 vera Copia of this receipt transcribed out of y^e originall
 this 25 : July : 67 : p Edw : Rishworth ReCor :

[26] This Indenture wittnesseth that I James Gibbines
 of Sacoe In y^e Province of Mayn In New England, with the
 Consent of my wife Judeth Gibbines, & my brother in law
 Robert Haywood now resideing In the Barbadoes, as by his
 order to mee given beareing date the tenth day of January
 1660 : In the Twelfth yeare of y^e Reign of our Soverag^e Ld
 King Charles the second, for diverse good Causes
 James Gibbines & Considerations mee y^r vnto moueing, & alsoe
 & Rob^t Haywood To
 Tho^s Rogers for the yearly rent of tenn shillings In goods, &
 Well conditioned bread Corne, payable vpon the
 Twenty nth day of Septemb^r & 2^d ^{two} an Acer for euery acer
 y^t is or shall bee broake vp on the same Land for Tillage,
 at or vpon the same day of Septemb^r to bee payd In the
 same spetic or kind as aforesd, yearly & every yeare to mee
 the sd Gibbines or Robert Haywood, our, or either of our
 heyres, executors, administrators or assignes; haue given
 granted barganed, & sould, & by these Presents, do give
 grant sell & Confirme vnto Thomas Rogers of Sacoe aforesd,
 Two hundred acers of Land bounded as followeth, vidz^t : To
 begine at his now dwelling house, & from thence along the
 sea shoare, North Easterdly to the next Current or fresh
 water Issueing out of the woods to the sands or sault sea, &
 from thence to the sd house agajne Westerly, & from thence
 to the River of Goose fare, on the same lyne to a knott of
 pines, neare the sd River, & soe to the River with all the

BOOK II, FOL. 26.

(thatch grass Commonly soe Called) In or on the North East side of that River, & soe from both bounds to runne vp on a streight Lyne, with an aequall breadth North Westwardly, vp into the Mayn Land, till two hundred acers bee ended, with all the meddows with in the sd bounds, being part of the sd Two hundred acers, with all the Sandy Ridge of Land along the sea, from both bounds to y^e high water marke, therevnto granted, but not to bee with in the Compasse or mesuration of the sd two hundred acers before expressed, but ouer & aboue the same, as alsoe all the woods, vnder woods & other priuiledges & rightts w^hsoeuer therevnto belonging/ All w^h Lands & priuiledges I the sd James Gibbines, In the behalfe of my selfe & Robert haywood, our heyres executors administrators or assignes, do promiss to make good & valid vnto the sd Rogers his heyres executors administrators or assignes for ever, & to defend the same to him & them, by law; & further It is agreed between the sayd Prtys, that In Case any or all of the sd Rents shall be behind or vnpayd, being lawfully demanded, at the tymes appoynted, that then It shall bee lawfull for the sd Gibbines or Haywood or either of them thejr heyres executors administrators or assignes, with in tenn dayes after demand thereof to make distress vpon the p^rmisses, or any goods or chattles of the sd Rogers his heyres executors administrators or assigns the same to keepe till the sayd rents bee fully satisfyd/ In Testimony where of for the trve Prformance of all, & every thing herein contayned from each Party to the other, they bind them selues thejre heyres executors administrators & assignes, to make good & see Prformed, as witness by there Interchangable setting two thejr hands & seales to one part of these Indentures, beareing date the 29th day of March 1662 :

Sealed signed & delivered,
& possession & sezin given,
In the Presence of vs/
Nicho : Edgcome by his
Marke/ 
Richard Tucker/

James Gibbines
by his Marke  (his seal)
Judeth Gibbines
by her Marke  (her seal)

BOOK II, FOL. 26, 27.

A true Coppy of this Deede or Instrument
aboue written transcribed out of the orig-
inall & there with Compared this 28th :
day of July : 1667 : p Edw : Rishworth
ReCor :

James Gibbines whose hand is with in mentioned, did
before this Commission Court now held at Sacoe being the
first day of March own acknowledg the with in mentioned
deede of sayle to bee his Act & Deed, & accordingly putt
his hand there vnto/

	William Phillips Assotiate
June : 27 : 1663/	Fran : Hooke Commissio ^r
Acknowledged before vs/	Hene : Waddocke/
Hene : Jocelyn Just : quõ :	
John Wicoll Jus : pe :	
A true Coppy of this acknowledgmt as Attests/	
Edw : Rishworth ReCor :	

[27] Att a Town Meeteing August 27 : 1659 :
Itt is given granted, & Confirmed to Thomas Rogers to
haue a Lott of Land & Meddow fiueteen Acers,
about the pond at y^e Rocks beyond Goose fayre
next to Ric : Cummines, & the quantity of one
hundred & fiuety Acers of vpland, & twelue
Acers of Meddow on the East or North East side of Richard
Communes, Marsh to him & his heyres for ever, by the Select
men of Sacoe/

Sacoe
To
Tho^s Rogers

Robert Booth	Thomas Williams
Town Clarke/	Ralph Trustrum/
	Hene : Waddocke/
	Ric : Comman/
	Ric : Hitchkox/
	Robert Booth/

A true Coppy of this Towne grant aboue written to Tho : Rogers, transcribed of the originall & there with Compared this 28th day of July : 1667 : p Edw : Rishworth ReCor :

To all Christean people to whome this Present Wrighting shall come, greeteing : Know yee that I Jane Mackeworth of Cascoe alias Falmouth In the province of Mayn, alias County of Yorke, In New England Widdow to Jane Mackeworth Arther Mackeworth of the same place deseased, To her Son for diurse good Causes & Considerations mee Abr^s Adams therevnto moueing, more espetially for the naturall affection, & Motherly loue which I haue, & do beare vnto my sun In law Abraham Addams, who for some tyme hath been married to my daughter Sarah Mackeworth, haue given granted, & by these Presents, do absolutely give grant & Confirme vnto my aforementioned Sun In Law Abraham Addames his heyres & assignes for ever/ That Yland lijng & being before the now dwelling house of mee Jane Mackeworth/ as alsoe six Acers of vpland vpon the Mayn on the Western side of the Cricke or gutt by my Sun In Law ffran : Neale/ as alsoe that Part or Preell of Marsh lijng & being on the Eastward side of the Cricke Commanly Called or known by y^e name of Sittagussetts Cricke, with halfe the head of the sd Cricke/ to haue & to hould all & singular the afore mentioned Lands, & Marsh, with all Woods, & vnderwoods, & all other priuiledges, & profetts there vnto lawfully belonging, to him the sd Abraham Addams his heyres or assignes for ever, hee the sd Abraham Addams his heyres or assigns yeilding & pajng vnto the high Lord when Lawfully demanded, his due proportion of Rent, hee the sayd Abraham Addams likewise his heyres or assignes not to sell or dispose of any of the aforementioned p^misses, but to make vsse of the same them selues dureing the naturall life, of mee Jane Mackeworth/ In witness of the treuth here of, I Jane Mack-

BOOK II, FOL. 27, 28.

worth haue herevnto sett my hand & seale, this 29th of
Aprill : 1667 :

Signed sealed & Delivered

Jane Mackworth

In the Presence of us/

Dauid Addams/ Fran : Neale/

her Marke  (her
seal)

Mr Francis Neal & Dauid Addams maketh oath here, that
this aboue Instrument of writeing was the Act & Deede of
Mis Jane Mackworth, vnto Abraham Addames/

Taken before mee the 2und of May, 1667/

George Munioy Jus : peā :

A true Coppy of this Instrument or deede of sayle aboue
written transcribed out of the originall & therewith Compard
July : 29 : 1667 : p Edw : Rishworth ReCor :

In the name of god Amen/ the twenty fifth day of May
In the nineteenth yeare of the Reign of our
Hum: Chadbourn's Will sovereign Ld Charles the secund, now King of
England Scotland &c : & in the yeare of our
Ld 1667, I Humfrey Chadborne of the Town of Kittery &
parish of Vnity, In the County of Yorke or Province of
Mayn in New England being deseased in body, yet haueing
the right vss of my sences & memory, do ordajne this my
last Will & Testament, hereby revoakeing renounceing, &
makeing voyd all other former Wills by mee made/ & for
these outward things that god hath given mee, I hereby
dispose of them as followeth/

Inpri^s I do hereby giue & bequeath vnto my three daugh-
ters, Namely Lucey Aylce & Kattherne Chadborne, to each
of them one hundred pounds, respec-[28]tively to bee payd
them in manner & forme following/ vidz^t : If y^t estate of
Lands houses & Mills with thejr appurtenances which I do
now possesse, do remajne & continew to my executrix (here-
after in these Presents to bee named) quietly & peaceably as
now It is in mine owne possession, shee being not defrauded

nor dispossessed of it nor any of itt before the tyme that these my aforesd Legacys become due & payable by these Presents, then my will is that y^e aforesd Three hundred pounds shall bee payd them & to each of them respectiuly at or before the full end of five yeares, after my decease in good M^cchandable goods, w^{ch} Legacys I ordayn to bee rayased out of, & pd with the produce & profett of the Saw Mills, which are now in my possesion, by my executrix, & that Prson whom I shall here after in these Presents Impoure to take any part of the profetts or produce of the sd saw Mills, togeather with my executrix after my decease, which Legacy or portion respectiuely my will is should bee putt into the hands of some sufficient Prson or Prsons to bee Improved for y^e best aduantage of my aforesd daughters æqually & respectiuely vntill such tyme as they shall attayne vnto Marriage, or vnto the age of one & Twenty yeares, by my executrix & overseers/ but if in case that y^e sd saw Mills doe not produce that benefitt & profett y^t heretofore they haue

by reason of the troublesomness of the tymes or otherwise ; Then my will is that the sd Legacys shall bee pd them at thejr marrage days to each one as they shall come to Marriage respectiuely or else as they shall come to the age of one & twenty yeares, respectiuely as aforesd to bee pade by my executrix, & that Prson that shall inioy the profetts of the sd Mills as aforesd with her provided always that If my wife doe happen to Marry, my will is that y^t Prson with whom shee shall marry, shall give in good security to see these aforesd Legacys fully satisfyd, & payd, If then vnpayd to any or either of them, before hee or shee shall Inioy any benefitt or profett or haue any thing to doe with the sd Mills, vnto my overseers, for the true payment of the sd Legacys vnto my aforesd daughters as aforesd/ And if In case y^t any or either of my three daughters shall happen to dy before thejr Marriage, or the aforesd days of payment, then my will is, that y^e survivor or survivors of my daughter or daughters shall inioy that

Chadbourne's
Will

portion hereby given vnto the deceased æqually/ & if it do appeare hereafter that my wife bee now at this Present tyme conceaved with child, then my will is that if that Child liue to y^r age of one & twenty yeares or marriage whither sunn or daughter, shall Inioy & haue all such portion & Legacys as is hereby given vnto my aforesd daughters, now Liueing/ if in case that any or either of them shall happen to dy before thejr sd portions become due, & payable as aforesd, any thing here in contayned to the contrary, in any wise notwithstanding/

Item I do giue & bequeath vnto my Two youngest sunns James & William Chadborne all that Land & Meddow now in my possession, with y^r appurtenances lijng & being at a place Called Sturgeon Cricke/ Which land & Meddow I lately purchased of my Ounkle Nicho: Shapleigh which appeareth by his act & deede of sayle to mee made beareing date in the yeare of our Lord 1663: togeather with the sayd deede & writeings, & all other the appurtenances therevnto belonging, or In any wise app^rtayneing, Equally to bee deuided betwixt them by y^r mother, & my ouerseers to this my will, & testament to haue & to hould the sayd Land & Meddow with the appurtenances to them & to thejr or either of thejr heyres for ever, from & immediately after the deaths & deceases of my selfe & wife thejr mother, & not before/ And my will is that if my sun James dy, liueing, my sun William, or my sun William dy Liueing my sun James, & either dijng, without lawfull heyres or vnmarried, then the other that shall soe suruiue, shall Inioy all the aforesd Lands & Meddow, but if one or both of my aforesd suns shall happen to dy in a married estate, & hee or they or either of them dy in a married condition with out Issew, or heyres, my will is that his or thejr Widdow or Widdows shall each of them respectiuey quietly possess & Inioy that part of the sd Land & Meddow which did belong to there or her former husband or husbands for tearme of her or thejr naturall life, or lifes, if any such Widdow or widdows bee left soe, & after the decease of both

my suns & thejr wife or wiues dijing with out Issew aforesd, my will is, that all the aforesd Land & Meddow shall returne backe vnto my daughters, & to bee deuided amongst them, & thejr heyres lawfully begotten, or to bee begotten/ And if after the death of my aforesd two sunns soe dijing with out Issew as aforesd, there bee none nor neither of my daughters, nor not any Legitimate Issew by them at that tyme, then the sayd Land to returne backe & to bee possest & Inioyed by my next heyre at Law/ either male or female.

Item I do hereby giue grant devise conuay & bequeath vnto my Sunn Humfrey Chadborne w^h is my Eldest son & heyre by Law all my Lands & meddows fenced or not fenced, with all my houses bujldings structures & Edifices togeather with my saw Mills, togeather with the appurtenances there vnto belonging, all w^h Lands Mills & houses are now lijing & being in Newgewanacke, with in the Parish of Vnity, now in my possession, & now or heretofore demed reputed & known to bee my proper Lands & estate, to haue & to hould the sd p^rmisses vnto him, & his lawfull & Legitimat heyres [29] for ever, from & immediately after the deaths & deceases of my selfe & my now wife & not before : provided always & It is my trve Intent & meaneing in these & by these Presents, that y^e sd Humfrey Chadborne my son & heyre shall haue noe pouer, directly or indirectly to sell give or grant the sd Lands houses or Mills or any part or Prcell thereof vnto any Prson or Prsons w^tsoever (except it bee to Confirme Joynter or Dowry vnto his heyres wife) Neither to lease sett or lett the same vnto any Prson or Prsons for any Tearme exceeding Twenty & one yeares, & that from seaven years to seaven yeares/ And further my will is, that If either my sun Humfrey aforesd, or any of his heyres or successo^{rs} hereafter at any tyme shall make any grant gyft bargajne or sayle otherwise then aforesd, w^rby to frustrate my will & to divert my aforesd Land & p^rmisses, from runneing directly hereditary to mine & thejr heyres for ever, I doe hereby declare all such or any such barganes,

gyft grant or sayle to bee voyd & of none æffect any thing herein to y^e Contrary, in any wise Notwithstanding/ And if it soe happen hee die with out Issue, either In a married estate or otherwise, then my will is after the decease of him & his wife, If hee leaue his wife a Widdow after him, then all the aforesd Premisses in this article specifyd, shall then returne & bee my sun James his estate, if then Liueing, & his heyres for ever/ And for want of James Chadborne aforesd, or such Issue by him, If my sun William Chadborne

Chadbourne's
Will

bee then Liueing, vnto him & his heyres as aforesd, & for want of such Issue by William, vnto y^t child my wife is now conceaued with if a male & his heyres/ And for want of such Issew, vnto my Elldest daughter then Liueing, & to her heyres for ever/ & for want of such Issue to the next daughter, & to her heyres, & soe to the longest liuer, or my daughters & her heyres/ And if they all dy without Issue, vnto my next kinsman that is my right heyre in Law & to his heyres, p^ruided always that they nor Neither of them shall haue any pouer to defrade nor disinheritt mine or thejr heyres otherwise but to Inioy it for tearme of life vpon the same conditions & provisoes that my sd sun Humfrey Chadborne is hereby to inheritt & hould my sd Lands & p^rmisses/

Item And further my will is that If my sun Humfrey Chadborne doe enter into a Marrage Condition before the death & decease of his Mother, that then hee shall hereby haue free Lyberty to fence in a quantity of the aforesd Lands, at Newgewanacke either tenn Acers more or lesse for planting Land, & alsoe free Lyberty to Erect & bujld him a Mansion house & other houses to his pleasure & for his owne vss, vpon the same Land soe fenced in to bee layd out to him, & delivered into his hands by my ouerseers at thejr discretion, & by the Consent & aduise of my Loueing wife his Mother/ Moreover my will is that if my sun Humfrey doe happen to Marry, y^t then hee shall haue & Inioy the one halfe deale of my saw Mill, & the halfe deale of y^e

profitts for & towards the payment of his sisters Legacys aforesd, if any bee vnpayd at the Marrage day of the sd Humfrey, & for noe other vss vntill y^e sd Legacys are fully payd, & satisfyd: And in the meane tyme after my decease & before his Marrage especially to bee aydeing & with the best of his skill & ability assisting to his sayd Mother, in the carriing of the worke about y^e sd saw Mill, as long as his mother shall continew vnmarrid for the best aduantage not onely his owne part, but alsoe his mothers part by her direction/ & after all the burthen & Legacys which are layd on the profetts & produce of the sd Mills are payd, hee the sd Humfrey my sonn shall haue hould & Inioy the halfe of the sd Mills, or one saw, & halfe of the Teame, & halfe y^e

Marsh now belonging vnto, or now occupied with
H. Chadbourn's
Will
 & for the sd Mills vsse, vnto his own proper vsse benefitt & behoofe, dureing the naturall life of his mother, paying the halfe deale of the Charges concerneing the same & after her decease to Inioy all the aforesd Lands & other the p^rmisses as aforesd; but dureing his mothers life, to hould but soe much of the Marsh, or hay as may serue to mantayne halfe the Teame, bee it eight or ten oxen, but not aboue the residue, for his mothers halfe Teame, & for her other vsses;

All the residue of my goods & Chattles moueable & vnmouable not heretofore nor hereby given, granted, conueighed or bequeathed, I doe giue & bequeath to my wife Luce Chadborne, whom I ordayne & make my whoole & soole executrix for to see my debts payd, & not onely such Legacys Prformed as are heretofore in this my Present Will & testament formerly given, but alsoe all such Legacys & bequeaths, as I shall hereafter giue it being small Legacys, & annexed to this as part of my whoole Will, soe it bee Attested signed & witnessed vnder mine & Witnesses hands/

And I doe desire my Ouncle Nicholas Shapleigh, & my Cosson John Shapleigh & my Cosson William Spencer, to

bee my ouerseers vnto this my last will & testament, to the vtmost of thejr pouer to see my Will observed, & Prformed according to the Tenour thereof, & I doe hereby giue vnto my Ouncle Shapleigh one very good beaver hatt, & to my cosson John Shapleigh & William Spencer each of them a good Castor hatt as good as can bee gotten, for their paynes to oversee & see my will executed/

Item I do vpon due & serious considerations of the pmisses aforesd, order & ordayne that my suns James & William Chadborne, In consideration to that Donation I gaue them at Sturgeon Cricke, that both of them shall to thejr vtmost pouer & assistance, always to bee aydeing & assistant to [30] thejr mother, & to bee at her Comānd vntill the tyme of there marriage if there mother see cause soe to haue it, & if they shall bee stubborne & disobedient to there mother, that then It shall bee lawfull for my executrix with the Consent of my ouerseers to dispossess them or either of them & to giue the aforesd Lands & Meddow of Sturgeon Cricke to any other of my children & to none else, any thing herein Contayned to the Contrary notwithstanding/

Chadborn's
Will

It is my will that my beloved wife being my Lawfull executrix take spetiall Care of my sister Spencer, & If it should soe happen y^t my sister should fall to decay, & bee in want that then my wife Luce Chadborn shall to her vttmost pouer & ability supply her & bee helpfull to her at all tymes hereafter/

Item I doe bequeath vnto my Cosson Mary fforse fife pounds to bee payd her with in one yeare after my decease/

Item I giue & bequeath vnto my sun Humfrey Chadborne my now rideing horse with all the furniture to him belonging, & my intent is that the sd horse with y^e furniture bee at his owne dispose, imediately after my decease/

Item I giue & bequeath vnto my daughter Aylce Chadborne my great silver beaker, & my true intent is it shall bee quietly delivered vnto her at the day of her Marriage/ In witness w^{ro}f, both vnto that former writeing here in

BOOK II, FOL. 30.

expressed, & heretofore in this sedule of my will & testament at large expressed before I did ordayne & make my my executrix & appoynted hereby my overseers, as alsoe to those bequeathis Lecacys iniunctions & desirs of mine I haue herevnto sett my hand & seale thereby Confirmeing it to bee my last Will & testament In the Presence of these Witnesses, hereafter vnderwritten & subscribed

Humfrey Chadburne (^{his} seal)

Sealed Signed & acknowledged,

by mee Humfrey Chadburne Senjo^r

to beee my Last will & testament in the Presence
of vs/

The Marke of

Humfrey *HS* Spencer/

The Marke of

Moses *Q* Spencer

Andrew Searle/

And further I doe declare vnto all men that I Humfrey Chadburne Testato^r, haueing maturely & seriously considered my owne fraylty in pticular, & euery Prsons mortality in generall, & haueing not yet formerly in this my last will & testament made any provision for the bringing vp of my 3 little daughters Luce Aylce & Katthrine, Chadborne, & that Child with which my wife is conceaued with, yet vnborne, how to bee brought vp according to my mind & Will at Schoole & Learneing, not spending vpon that stocke or portion or Legacys which I haue formerly given them, vntill they should every one of them respectiueely, bee of the age of Twelue yeares, or capable to gett thejr liueing, intending thereby & my will is that y^r portions shall remaine whoole & vnimbezelled vnto them at that age, & tyme respectiueely, for that end & purpose my intent & Will is, that my aforesayd daughters & youngest Children shall bee mantayned & brought vp by my suns Humfrey James & William Chad-

borne, respectiuey & proportionably/ & my will is that my
 Sun Humfrey shall bee at the greatest Charge
 Chadbourne's Will towards thejr bringing vp, & James & William
 some small part according to y^r abilitys & the
 discretion of my ouerseers, & I doe hereby bind my Land for
 the Prformance here of, that my suns possessing my aforesd
 Lands & Mills, shall bee to the Charges of the bringing vp
 of my sayd youngest children, soe as that thejr aforesd por-
 tions may not bee spent nor in the least Imbeazelled vntill
 they shall accomplish the age aforesd, respectiuey, & I doe
 hereby declare that this here vnder written is as really a
 branch & a part of my last will & testament as any thing
 either gyft devise or Legacy heretofore giuen or bequeathed/

In witness hereof I haue here vnto sett my hand the day
 & yeare aforesd, in the Presence of the same Witnesses
 abouesd, whose names are here agajne subscribed/

Witnesse/

Humfrey Chadburne/

Andrew Searle

Humfrey Spencer *HS*:

Witness

Moses Spencer *&*

Wee Andrew Searle & Moses Spencer witnesses to this
 Will, do Attest the same vpon our oaths to bee the last Will
 & testament of Humfrey Chadburne deceased/ Taken vpon
 oath this 13 : day of Septembr 1667 :

Before us Edw : Rishworth Just^s pe :
 John Wincoll

A True Coppy of the last Will & Testament of Humfrey
 Chadburne deceased transcribed out of the originall & there-
 with Compared this fiuteenth day of October 1667 :

p Edw : Rishworth ReCor :

An Inventory of the estate vidz^t of the Lands goods &
 Chattles of Mr Humfrey Chadburne deceased, taken &

BOOK II, Fol. 30, 31.

apprized by us this 12th day of Septemb^r 1667 : whose names are here vnderwritten/

[31]

Inpr his weareing Cloaths 10 ^{li} 0 0	In moneys & beaver & other furs 108 ^{li} 0	18	0	00
It one saw Mill with vtinsills & Tymber.....		300	0	00
It one home stall contayneing a dwelling house a barne & other out houses with 400 Acers of Land by estimation.....		350	0	00
It Thyrty Acers of Meddow & 200 Acers of vpland at Bonnbibiss pond 120 0 0 & fourty acers of swamp land in Tomtynkys swamp: 10 ^{li}		130	0	00
It A farme at Sturgeon Cricke contayneing by estimation In vpland & Meddow 230 Acers 		260	0	00
Chadbournes In Plate 16: ^{li}		016	0	00
Estate It Tenn oxen at 8 ^{li} per oxo & eight Cows at.....		118	0	00
It 4 Steares & one Heffer att.....		023	0	0
It Two stears 2 years ould 2 yearelings foure Calfes at.....		014	0	0
It one horse & a Mare at.....		016	0	0
It fourteen swine at 8 ^{li}		008	0	0
It In boards & Loggs at.....		070	0	0
It one Cart 3 peyr of Wheeles fine 5 yoakes & chaynes.....		016	0	0
It All English & Indean Grajne at.....		025	0	0
It fine servant men & mades att.....		040	0	0
It Two Conows & a plow at.....		002	10	0
It All manner of Toules for husbandry.....		005	00	0
In y ^e Parlour one bed furnished, one long table two Chests Eleven chayres & other furniture att.....		030	00	0
In y ^e Kitchen Pewter potts & Kettles & other vtensills at.....		025	00	0
In y ^e Leane two One bed furnished a Table & chayres att.....		010	00	0
In y ^e Leane to Chamber In goods & small necessarys.....		030	00	0
In the Chambers ffoure bedds & furniture & some Cotton Woll.....		018	00	0
aboue stares fine Musketts two fowling peeces att.....		007	00	0
In debts due to the estate.....		082	4	0
		1713	14	0

Mis Luce Chadburne doth Attest

John Wincoll

vpon her oath that this is a true

Nicholas Shapleigh/

Inventory of those goods & Lands

William Spencer/

aboue written belonging to y^e estate

of Mr Humfrey Chadburne her husband lately deceased,
to the best of her knowledge/

Taken before mee this 13th of Septemb^r 1667 : Edw : Rish-
worth Jus : pe :

A true Cappy of this Inventory aboue written transcribed
out of the originall & there with compared this 16th d : of
Octob^r 1667 :

p Edw : Rishworth ReCor :

Book II, Fol. 31.


These Presents do witness that I Thomas spencer of New-gewanacke In the Township of Kittery, do for diverse good reasons & considerations therevnto mee moueing, & especially in respect of that Loue I do beare vnto my daughter Margerett as part of her Dowry or portion, Married vnto Daniell Gooding, giue grant & Confirme vnto my sun In Law the sd Daniell Gooding the full quantity of six Acers of Vpland bee it more or lesse, w^{on} his house & barne now stands, with all other priuiledges of Tymber & other appurtenances vpon that Land therevnto belonging, to him his heyres & assigns for ever/ which six Acers of Land was formerly bounded by mee the sd Tho : Spencer vnto Daniell Gooding, & at this Present is fenced in wholly by him selfe the sd Gooding/ W^{ch} Land I with the Consent of my wife do Confirme vnto him as abouesd/ as Witness our hands, & my seale this 14th of August/ 1667 :


Signed sealed & Deliuerd,

Thomas spencer (^{his} seal)

In the Presence of,

his Marke 

Ric : Nayson his Marke 

Thomas Doughty his Marke  Patience spencer

This Instrument owned by Tho : Spencer & Patience Spencer to bee thejr Act & deede this 14 : August 1667 : before mee Edw : Rishworth Jus : pe :

A true Coppy of this Instrument aboue written transcribed out of the originall & therewith Compared this 17th day of Octobr 1667 : p Edw : Rishworth ReCor :

Granted vnto William Seely his heyres or assigns at a select meeteing at Kittery May tenth 1667 : a Tract of Land at Spruse Cricke, & layd out to him by the Select men on the 27th day of the aforesd May 67 : being bounded by y^e Cricke on

Kittery
To
Seely

the East side, & Mr Robert Cutts marked trees on the West side & on the South West end, with a Coue Coṃanly Called Carles Coue, & on the South East with Carles Land, being bounded by two marked trees the one a small Ceader standing by the Coue, the other a small Maple on an East & North East Lyne & by Mr Robert Cutts fence as it is already made, which fences in his Marsh being on the South East side/ provided this abouesd grant bee not in not in any other mans former grant/

	Nie : Shapleigh
A true Coppy of this grant aboue writ-	Tho : Withers
ten Transcribed out of the originall &	James Heard
there with Compared this 26 : Octobr ^e	Roger Playstead
1667 p Edw : Rishworth Re : Cor :	Charles Frost
	Richd Nayson

[32] This Indenture made this sixteenth day of October In the sixteenth yeare of the Reigne of our Sovereigne Lord Charles the second, by the grace of god King of England, Scotland, France, & Ireland Defend^r of the faith, etc : between William Cally now of the Yles of shoales on the one Prty, & William Seely of the County of Yorke : Witt-
Cally
To
Seely
nesseth that the aforesd William Cally for diverse & sundrey Considerations him there vnto moueing, & for the some of Twenty six pounds Sterling In hand payd by the aforesd William Seely, before the sealing & delivery here of, from which the sd Cally doth exonerate acquit & discharge the sd William Seely, his heyres, executors, administrators & assignes for ever; Hath demised granted, alienated Enfeofft & sould all that Messuage or Tenement of a dwelling house on the Yles of Shoals on an Ysland thejr called Smuttinose, formerly In the Tenour or Occupation of the aforesd William Cally his assignes or assigne/ To haue & to hould the aforesd Tene-

BOOK II, FOL. 32.

ment vnto the sd William Seely his heyres & assignes for ever, & the aforesd William Calley doth promiss for him selfe his heyres or assignes, that the aforesayd William Seely his executors, administrators or assignes shall quietly Inioy the aforesd p'misses from any Molestation or Incomberance of any one, from by or vnder him dureing the grant aboue written In witness hereof the Partys abouesd, there hands & seals interchangeably haue sett even the day & yeare first aboue written 1664 :

Sealed signed & Deliverd/

William Calley (^{his}_{seal})

to Arther Clappum to the vsse

of y^e aforesd William Seely/

In y^e Presence of William Harris

The signe of

R

his signe

W C

Robert Moore

A true Coppy of this Instru-

Seazine & possession taken of
the with in Named house by
the within named William
Seely this 2und day of No-
vemb^r 1664 : In the Pres-
ence of/ Arther Clappum/
William Croscum/

ment aboue written tran-
scribed out of the originall
& there with Compared, this
26 : Octobr^r 1667 : p Edw :
Rishworth ReCor :

This Indenture made this twenty ninth of May 1660
between Robert Hooode alias Rawmeagon Terrumquin, We-
somonascoe, Scawque, Abumheanen on the one Party, &
Robert Gutch on the other Prty, Witnesseth/
that Wee the abouesd Robine Hooode, alias Raw-
meagon, Wesomonascoe, & Terrumquin Saga-
mores, & Wee the rest aboue mentioned for
diverse Considerations us there vnto moueing hath given
granted & delivered over & by these Presents do giue grant

Indians
To
Gutch


deliver over, & for ever aliene, quitt Claime, from o^r selues
o^r heyres executors administrators & assignes vnto the sd
Robert Gutch his heyres executors administrators & assignes
all that Tract of Land lijng & being in Kenebecke River &
right over against Tuessicke, the begining of the lower part
of the bounds thereof being a Cove running by the vpper
side of a Poynt haueing some Rocks, Lijng a little from the
sd poynt into y^e sd River, & from the sd Coaue to Runn
vpward by the water side towards James Smyths vnto a
poynt of Land lijng & being right ouer against Wineslows
Rockes, comānly known & Called by that name togeather
with all the woods vnder woods, & all other priuiledges thejr
vnto belonging, as alsoe the one halfe of all the Meddow
that either is or may bee made & Lijeth with in the Land
from the water side, part behind the abouesd Tract of Land,
& a part behind a Tract of Land granted vnto Allexandr
Thwayt & lyeth neere a little pond/ & further Wee the
abouesd Sagamores, & Wee the rest aboue named, haue
alsoe given granted & delivered over halfe the Meddow that
is & may bee mayd by the River sides, commanly known &
Called by the name of Winniganseeg, all w^{ch} abouesd Tract
of Land to runne into the Land three Miles; To haue & to
hould to him the sd Robert Gutch his heyres executors &
administrators & assignes the abouesd Tract of Land, with
the priuiledges abouesd, as alsoe all hawkeing hunting fish-
ing &c: for ever without any molestation or future demand
w^{ts}soever/ And hereby do bind our selues o^r heyres executors
administrators & assignes for ever any more from this day
forward, to make any more Clayme Challenge or Pretence
of Title vnto the abouesd Tract of Land, & to mantayne this
grant against all other Clames Titles challenges & Interests
w^{ts}soever/ In witness w^{ro}f Wee abouesd Partys Sagamores,

BOOK II, FOL. 32, 33.


& Wee the rest the abouesd Indeans haue here vnto sett
o^r hands & seales the day & yeare aboue written/

The marke  Robine Hood (his
seal)

The Marke of  Terrumquin (his
seal)

The Marke  of Weasomo-
nascroe (his
seal)


The marke of Scawque (his
seal)

The marke of  Abumhamen (his
seal)

Sealed signed & Delivered

In the Presence of vs/

Allexandr Thwat  Mary Webber m

John Devine  Alexandr Frossell/

[33]

Robine Hoode & Terumquin, acknowledged this to bee
y^r Act & deede, before mee Nicholas Renallds Jus : pe :

A true Coppy of this deede aboue written transcribed out
of the originall & there with Compared this 27 : Octobr 67 :






p Edw : Rishworth Re : Cor :

White
Beale
&
Hilton
To
Johnson

This Indenture made the fourth of June one
thousand six hundred sixty & seaven, & in the
Nineteenth yeare of our soveraign Ld Charles
of England Scotland &c : King, Witnesseth that
Wee Richd Whitte Arther Beale & Mannering
Hilton all of Yorke In the Province of Mayn,
for & in consideration of a debt due haue alienated sould &
delivered into the hands of Francis Johnson of Boston
M^{ch}ant in New England, the house that the sd Richard
Whitte now liues in with all the priuiledges of the land that
therevnto belongeth, & all o^ther immunitys that may accrew

by the same, as alsoe the house which Arther Beale now liueth in, with all the land & priuiledges vnto it belongs, as alsoe o^r fishing shallop, about six or seaven Tunns burden with Masts sayles Grapnell Road & roapes & w^hsoeuer belongs to her, as alsoe two Cows, the one being Richd Whittes, & the other Mannering Hiltons All which houses Lands boate & Cows, Wee do deliver vnto y^e sayd Fran : Johnson to him his heyres, executors, Administrators & assignes for ever/ to haue & to hoald/ And Wee the abouesd Whitte Beal & Hilton do bind our selues our heyres executors Administrators & Assigns to mantayn the sayle of all the aboue expressed against any that shall make any Clajme vnto all or any part of the p^rmisses, w^rvnto Wee bind our selues o^r heyres executors administrators & assignes, as Witness our hands & seales this day & yeare aboue written/

The Condition of this obligation is this, that If the sd Ric : Whitte Arther Beale & Mannering Hilton they or either of them, do pay or cause to bee payd vnto Fran : Johnson or his assignes the full & iust some of Ninety nine pounds or there abouts in manner & forme following, that is to say the son e of fourty five pounds at or before the last of Septembr^e next, & the remajnder of the one halfe the 10th of June next after, & the other halfe the last of August after that in good M^rchandable or refuge fish oyle Macherill or good staues at price Current in New England, then this obligation to bee voyd, or else to stand in full force & vertue/

Signed sealed & Delivered/ Ric : Whitte his marke  (his seal)
 with Turtle & Twigg, Arther Beale his Marke  (his seal)
 In the Presence of Mannering Hilton
 Nicho : Payne his marke  his Marke  (his seal)
 Joane young her Marke/ 

This Instrument was owned & acknowl-
 edged this 9th of July 1667 : before
 mee Edw : Johnson Jus : pe :

BOOK II, FOL. 33.

A True Coppy of this Instrument aboue written transcribed out of the originall & there with compared this : 1 : day of Novembr 1667 : p Edw : Rishworth ReCor :

Know all people that I John Symmons of Kittery, In the Province of Mayn In New England Planter, do by these Presents giue & grant assigne & make over vnto my sunn In law William Hilton all my right Title & Interest of that my now dwelling house, outhouses, gardens oarchards, & all the other lands belonging or any ways app^rtayneing there vnto : as a dowry with my daughter Rebeckah now wife vnto the sd William & his Heyres for ever/ to haue & to hould & peaceably to Inioy all & singularly the aboue mentioned Premisses for ever more, onely reserveing vnto my selfe the one Third part of the cleare profitts there of dureing my naturall life ; And In case the sd John Symons shall happen to Marry, & his sd wife surviueing, that then shee shall Inioy & receiue one thyrd part of what I am Intrusted in/ provided always that the aboue mentioned Premisses abide continew & remajne in the hands & Custody of the abouesd John Symons dureing his naturall life/ In witness here of I haue here vnto sett my hand & seal this eighteens day of the second Moenth Called Aprill : 1667 :

Signed sealed & Deliverd

In the Presence of us/

Fran : Champernowne/

Hene : Greenland

Edw : Hilton/

The Marke  of

John Sym̄ons (^{his} seal)

A true Coppy of this Instrument aboue written transcribed out of the originall & there with Compared this 20th Novembr 1667 p Edw : Rishworth ReCor

These Presents do witnesse, that I Edw : Rishworth of Yorke in the Province of Mayn ReCor : do for diverse good causes & considerations there vnto mee moueing, & especially for the some of eighteene [34] pounds to bee payd to mee as by bill appeareth, beareing date August the 28 : from Richd Hardy, give grant assign & Confirme vnto the sd Richd Hardy now resident at Yorke fisherman, my soole right title & Interest of a Certen Tract or Prcell of vpland lijug & being on the North West side of the ould Mill Cricke at the mouth thereof, next vnto the Mayn River contayneing the iust quantity of thyrty acers, as alsoe of a small Prcell or portion of sault Marsh Land adioyneing & lijug on the Southermost side to & of the aforesd vpland, contayneing about the quantity of one acer & an halfe or two acers or thejr abouts being one single peece of Marsh lijug before, & adioyneing two the sd 30 Acers of vpland, & between the place where the ould Mill was, & the Mouth of the sd Cricke : That Thyrty Acers of vpland is to runne along by that Tract of Marsh to y^e full extent there of, from the Crikes Mouth vnto a small poynt of vpland, next adioyneing to a peece of Marsh on this side the ould Mill, & soe to runne backe the same breadth towards Cap^t Clarkes Logg house till the full quantity of 30 Acers bee fully compleated/ Which Tracts of vpland & Marsh as aboue mentioned with all the priuiledges & Immunitys of Tymber or otherwise, with all other appurtenances thereto appertajneing, I the sayd Edw : Rishworth, my heyres executors administrators & assignes do giue grant & conferme, & by these Presents haue given granted & Confirmed, my soole right title & Interest there of vnto the aforesd Ric : Hardy his heyres administrators, executors & assigns for ever, pmissing to defend & make good the sd Lands from all Titles Clames Incomberances any Pretended from by or vnder mee, or my executors administrators or assigns & do further ratify my soole right & title there of, vnto the sayd Ric : Hardy, whither by purchase possession

Rishworth
To
Hardy

BOOK II, FOL. 34.

or Town grant to him & his heyres for ever, hee or his heyres or assignes beīg lyable to pay cheefe rents as other inhabitants of y^e province do When demanded/ In testimony to the soole Premisses aboue written I do here vnto afix my hand & seal this 28th day of August 1667: in the 19th yeare of our sovereign Ld the King Charles y^e 2nd/ Año Dom^o: 1667:

Signed sealed & Delivered

Edw: Rishworth (^{his}seal)

In the Presence of/

Samson Anger his Marke/ O

Fran: Woofe/

The 6th day of Decembr 1667:

Seizin & possession of the Thyrtý Acers of vpland, & the small Preell of Meddow Land according to the Teñor of this Deed of sayle with in written, delivered vnto Ric: Hardy by Edw: Rishworth by Turffe & Twigg being bounded as followeth/ begineing at a Marked whitte oake tree at the Cricks mouth, runeing vp the Cricke to y^e Number of sixty pooles vnto another marked oake, & from thence towards the Logg house, vpon a North West & by North lyne till seaventy pools was finished/ w^h fully compleated the sd Thyrtý Acers of Land, being done in the Presence of/

Tho: Curtis/ John Twisden Townesmen/

Edw: Start his Marke/ 

This Instrument with in written owned by Edw: Rishworth as his Act & deed this 6th of Decembr 1667: before mee Edward Johnson Jus: pe:

A true Coppy of this deed or Instrument aboue written transcribed out of the originall, & there with Compared this 7th: day of Decembr 1667: p Edw: Rishworth ReCor:

This Indenture made the fourteenth day of September in the nineteenth yeare of the Reign of our Sovereign Ld

Charles y^e second, by the grace of god of England Scotland
 France & Ireland King Defend^r of the faith &c
 Godfrey between Ann Godfrey of Yorke in the province
 To of Mayn Widdow, of the on party, & Aylee
 Shapleigh of Kittery In y^e province of Mayn
 now wife of Nicholas Shapleigh Merchant of the other party,
 Witnesseth that the sd Ann Godfrey for & in consideration
 of the naturall Loue & affection wth shee beareth vnto y^r sd
 Aylee Shapleigh, as alsoe for & in Consideration of one
 hundred pounds of Lawfull pay of New England in hand
 before the sealing & delivery of these Presents, well &
 truly payd the receipt w^{of} the sd Ann Godfrey doth here
 by acknowledg, & her selfe to bee fully [35] satisfyed con-
 tented & payd, & there of & of every part & parcell there
 of, doth acquitt exonerate & discharge, the sayd Aylee
 Shapleigh her heyrers executors & Administrators & every
 of them for ever by these Presents, hath given granted, bar-
 ganed & sould, aliened Enfeoffed & Confirmed, & by these
 Presents doth giue grant bargane & sell alliene Enfeoffe
 Convey release assure deliver & Confirme vnto the sd Aylee
 Shapleigh her heys & assigns, all that Tract peece parcell
 of Land of Farme scituate lieng & being with in the Teri-
 tories & Precincts of Yorke aforesd where on the sayd Ann
 Godfrey doth now dwell, & Inhabite togeather with all that
 dwelling house, barnes stables Out houses and Lȳnies vpon
 the sd Tract peece Preell of Land & farme belonging or in
 any wise app^tayneing, & alsoe all that Marsh or Meddow
 to the sayd farme belonging or to & with the same now
 or heretofore vsed occupyed or Inioyed, as Part Parcell or
 member there of, or of any part there of, & alsoe all trees
 Woods & vnderwoods Comons Easements profetts Emolu-
 ments heridataments & appurtenances whatsoeuer to the sd
 farme belonging, or in any wise app^tayneing/ And alsoe all
 the Right title Clayme Interest vsse possession Reversion
 Remajnd^r & demānd w^{soeuer} of her the sd Ann Godfrey of
 in or to the sd Premisses, or of in or vnto every or any part

or Preell there of; To haue & to hould the sayd Tract peece
Preell of Land & farme, houses Edifices, & bujldings, vpland
& Marshes Trees Woods & vndrwoods Comāns Easem^{ts},
profetts Comōditys advantages Emoluments heridataments
& appurtenances W^{ts}oeuer, vnto y^e sayd Aylce Shapleigh
her heyres & assigns for ever to y^e onely soole & proper vsse
& behoofe of the sd Aylce Shapleigh her heyrs & assigns for
euer, & to & for noe other vsse intent & purpose w^{ts}oeuer/
And the sd Ann Godfrey for her selfe her heyres, executors
Administrators & assigns, & for all & every of them, doe
covenant promisse & grant to & with the sd Ayle Shapleigh
her heyres & Assigns & every of them by these Presents the
sd Pemiſſes & every part & Preell there of with the appur-
tenances aganst her the sd Ann Godfrey her heyres & assigns,
& aganst all & euey other Prson & Prsons w^{ts}oeuer, shall
& will warrant & for ever defend by these Presents/ In
witness whereof the Partys first aboue named to these Pres-
ent Indentures interchangeably haue sett thejr hands & seales
the day yeare first aboue written/ 1667 :

Sealed & delivered in

The marke of

the Presence of,

Ann  Godfrey (^{her} seal)

Abraham Corbett/
Alice Corbett signũ:



A true Coppy of this Instrument
or Indenture aboue written
transcribed out of the originall,
& there with compared this 5th
day of Janv: 1667: p Edw:
Rishworth ReCor:

Bee it remembred, that vpon the fourth day of Octobr
next after the date within written, quiett & peaceable posses-
sion of the Lands within granted was given & delivered by
the with in named Ann Godfrey vnto the with in named
Aylce Shapleigh in y^e name of possession & seazin, of all
Lands, tenements, & Heriditaments in the deed with in
Written conteyned to haue & to hould vnto the sd Aylce
Shapleigh her heyres & Assignes for ever, according to the

BOOK II, Fol. 35, 36.

tenour & true meaneing of the Deede, with in written/ In
y^e Presence of/

A true copy of the possession giuen	Abra : Corbett
transcribed out of the originall this	John Davess
6th : of Janv : 67 : p Edw : Rish-	
worth ReCor/	

Know all men to whom these Presents shall come y^t I
Leeften^t William Phillips of Winter Harbour, for & in con-
sideration of severall good Causes mee y^rvnto moueing, &
satisfaction already by mee received, haue given granted
barganed and sould, & by these Presents do giue
Phillips
To
Allden
grant bargane & sell vnto my sun in Law John
Allden of Boston Mariner with Elizabeth his
wife, one quarter or fourth part of a saw Mill
with saws doggs Crows, & all manner of Toooules therevnto
belonging, scituated vnder Sacoe ffalls, with the benefitt of
the place, the which Mill was buijt by the sayd Allden, &
alsoe with sufficient Meddow Land & Pasture Land, & Tym-
ber for his quarter part as I haue for my other three quarters,
proportionably to him the sd Allden, his heyres executors &
assignes for ever/ to haue & to hould from mee or any vnder
mee/ to the true Prformance of all which, I bind my selfe
my heyres executors [36] & assignes, as witness my hand &
seale this twenty eight of Novemb^r one thousand six hundred
sixty two/

Signed Sealed & delivered,
In the Presence of,
Nathaⁿ Phillips/
Restrom Sanford/

William
Phillips (^{his}_{seal})

A true Copy of this Instrument aboue Written tran-
scribed out of the originall, & y^r with compared this 6th day
of January 1667 : p Edw : Rishworth ReCor :

This bill of sayle doth Witness that I Joseph Bollles Gentlemaⁿ: his heyres & assignes hath sould vnto
 Bolls
 To
 Hill
 Peter Hill of Winter Harbour one hundred Acers of Land, which lyes between a Lott which was formerly Mr Andrews, & a Lott w^{ch} was formerly Mr Robert Sankes w^{ch} goeth down towards the River to a great Cricke bounded of both sides with a small Cricke, & to come to a Certen Oake stumpe that stands by the path of the South side, & soe to goe in breadth to Mr Andrews Lott/ Witness my hand this 12th of Octobr 1659 :

Witness/ Richd Tucker/ By mee Joseph Bolles/
 Roger Spencer/

October : 8th 1667 :

These Presents do witness that I William Phillips of Sacoe, for vawable Considerations y^rvnto mee moueing, & for one days worke which as a yearely acknowledgm^t Roger Hill shall yeare by yeare pay or cause to bee pd vnto mee
 Phillips
 To
 Hill
 my heyres & assignes, from him his heyres & assignes : do in the behalfe of my selfe my heyres & assignes grant give & Confirme the soole propriety of this hundred Acers of Land with all priviledges & appurtenances belonging y^rvnto, formerly purchased by Peter Hill of Mr Jos : Bolles, vnto Roger Hill his heyres & assigns for ever/

William Phillips/

Major William Phillips owned this to bee

his Act & deed before mee Edw : Rishworth Jus : pe

Trve Coppys of that Instrument made by Mr Jos : Bolles to Peter Hill, & of Major Witt : Phillips his confirmation of the sd hundred acers of Land to Roger Hill transcribed out of the originalls the 6th : of January 1667 : & y^rwith Compared p Edw : Rishworth Re : Cor :

This Indenture made the first day of August In the foureteenth yeare of the Reign of our soueraign Lord Charles by the grace of god King of England Scotland France & Ireland Defend^r of the faith &c: betwene Richd Vines of Sacoe gentlemⁿ on the one party, & Jane Andrews of Sacoe Widdow, on the other party, Witnesseth that y^e sd Richd Vines, for diuerse good causes & considerations him therevnto moueing, hath given granted barganed & sould vnto the sd Jane Andrews her heyres & assignes, & by these Presents do give grant bargane sell & Confirme vnto her & her aforesayds, one hundred Acers of Land togeather, & next

Vines
To
Andrews

adioyneing to that Parcell of Land, whereon her late deceased husband Sa^muell Andrews hath built an house & fenced in about foure Acers of ground, being part of the sd hundred acers, being on the West side of Sacoe River, & next Adioyneing to the house of Willia^m Seadlocke, & alsoe to cutt & take hay for her Cattle in the Marshes neare adioyneing togeather, with free Ingress egress & regresse for fishing & fowling according to the Costome of the COUNTRY, to haue & to hould the sayd p^rmisses with the sd Land, & thejr appurtenances, vnto the aboue named Jane Andrews, & her heyres for Ever: Yeilding & paijng vnto the aboue named Richard Vines or his assignes, one acknowledgm^t or rent or rent charge of twelue pence on euery feast of Saynt Michaell the Archangell, & if it shall happen the sd rent to bee vnpayd being lawfully demanded, that then Itt shall bee Lawfull for the sayd Rich^d Vines his heyres or assignes to enter into any part of the Premisses, & to take a distress & the same to detayn & keepe till the aforesd rent of Twelue pence bee payd; And the sd Richard Vines doth covenant & promiss for him selfe his heyres & assigs that the sd Jane Andrews, her heyres & assignes shall peaceably hould & Inioy the sd demised p^rmisses, & every part & Prcell thereof without any Lett or disturbance of the sd Ric: Vines his heyres or assignes or any other Prson, by his or thejr meanes or pro-

BOOK II, FOL. 36, 37.

curement; In witness whereof, the sayd Partys to these
[37] Present Indentures interchangably haue sett two thejr
hands & seales yeavon the day & yeare first aboue written/
Signed sealed & delivered Confirmed

In the Presence of Thomas Williams the 22 : of the

Robert Booth fourth Moenth 1654 :

John West Select men of Sacoe/

These Presents do witness that I William Phillips of
Sacoe, for good considerations y^rvnto mee moueing, & for
one days worke which as a yearely acknowl-
edgm^t Roger Hill shall yeare by yeare pay or
cause to bee pd vnto mee, or my heyres or
assignes from him or his heyres or assignes, do
In the behalfe of my selfe my heyres & assignes give grant
& Confirme the soole propriety of this hundred Acers of
Land with all the priviledges there of as granted by Mr
Richd Vines vnto Mis Jane Andrews though vnsuscribed
vnto Roger Hill his heyres & assignes for ever, as Witness
my hand this 8th day of Octobr 1667 :

Majo^r William Phillips owned William Phillips/
this aboue written, to bee
his Act & Deed at y^e date
hereof before mee Edw : Rishworth Jus : pe :




A true Coppy of this deed with in written granted by Mr
Ric : Vines as vnsuscribed, & of the confirmation of it by
y^e select men of Sacoe, & of a more full confirmation y^rof by
Majo^r Witt : Phillips vnto Roger Hill as by him acknowl-
edged, transcribed out of y^e originalls & there with compared
this 10th day of Janvary 1667 : p Edw : Rishworth ReCor :

Benighton
&
Phillips

This Instrument witnesseth, that Wee whose
names are vnderwritten do give each other this
Instrument as Witness/ That for the Considera-
tions of eight hundred pine trees to bee delivered
by Mr John Bonighton, vnto Majo^r William Phillips or his

BOOK II, FOL. 37.

assignes sound to make Merchandable boards growing now at little Falls, on the Land thejr adiacent to bee felled & taken away when y^e sd Phillips shall haue Occasion for them, and the sayd Phillips yearly to give vnto the sd Bonighton or his heyres a due Accōpt thereof/ And alsoe the one halfe of the Ysland against the Mill, that part that Abbuteth against the sd Mill to bee layd out by a surveyer chozen by Consent of the sd Bonighton & the sd Phillips: This to bee done with in foureteen days after the date hereof; This being Prformed shall bee a full end from the date hereof, of all differences debts dues or demānds Contracts barganes from the beginng of the world vnto this Present/ To witness the Treuth wee do Interchangeably sett two or hands this first day of Octobr 1667 :

This Instrument witnessed by us to bee John Bonighton
the Act & Deede of Mr John Bonigh- William Phillips/
ton, & Major William Phillips this
Present day & yeare 1667 : 15 : Octobr
The Marke  of Henery Brown/
The Marke  of Tho : Doughty/
The Marke  of John Bonighton Junio

Henery Brown & Tho : Doughty maketh
oath that y^e Instrument or agreem^t
with in written, to w^{ch} they are aboue
Witnesses was the Act & deede of
Cap^t John Bonighton & Major Willia^r
Phillips/

Taken vpon oath this 21 : of October, 1667 : Geo : Munioy
Jus : pe :

Booth &
Denmark
Test
for Phillips

October : 17 : 67 : I being desired by Major William
Phillips & Mr John Bonighton to deuide the
Ysland within mentioned between them It was
done accordingly/ & bounds sett between them
the day abouesd/ & possession given Major Phil-

lips by Mr Bonighton by Turffe & Twidg in my Presence that is to say halfe of the Ysland next to y^e Majors house & is as bounded with a small tree growing vpon the vttermost poynt towards the South East over against John Davesses house/

Robert Booth

Patricke Duṁmark/

Robert Booth & Patrick Duṁmark maketh

oath, that Cap^t John Bonighton did deliver

& part the aboue mentioned Ysland as is there in

expressed, taken vpon oath before mee this 21 : of October

1667 : Geo : Munioy Jus : pe :

A true Coppy of this Instrument aboue written, as alsoe of possession deliverd by Robert Booth of part of y^e Ysland y^rin specifyd, as of severall testimoys taken wth concerne y^e same, transcribed out of y^r originalls & therewith compared this 10th Janvary, 1667 : p Edw : Rishworth Re : Cor :

This bill bindeth mee Francis Champernown my heyres executors or assigns to pay or cause to bee payd vnto
 George Walton of Pischataq his heyres executors
 Champernown or assigns the full & Just some of Twenty six
 To pounds as Witness my hand & seal even the
 Walton Twenteth of this Present August, one thousand
 six hundred sixty one/

The Condition of this Present obligation is such/ that y^e aboue bounden Francis Champnown doth promiss to leave in the hand of the abouesd George Walton a Certen Marsh on his Ysland which hee hath now in possession, oposite to the now lueing house of the abouesd Geo : Walton which hee the sd Geo : Walton is to keepe in his Costody for the space of two yeares, & then the abouesd Fran : Champernown, is to pay vnto y^e sayd [38] George Walton, the full whoole & intyre some of Twenty six pounds at all demāds after

the Twenty fifth of August in the yeare one thousand six hundred sixty three, or else this Marsh is to remajne in the hand of the aforesd George Walton vntill the sd Fran : Champerown give full satisfaction to the abouesd Geo : Walton, soe that this Prformed It is to bee voyd, & of none effect, or else to stand in full force & vertue, as witnesseth my hand & seale even the day & yeare aboue written/

Signed sealed & Delivered/ ffrancis Champernown (^{his}seale)

In the Presence of vs/

Richd Oliver/

Robert Taprill/

These Presents Witnesseth that I Fran : Champnown do by these bind my heyres administrators & assignes to make good the Premisses, vnto Geo : Walton his heyres & executors administrators & assignes/ Witness my hand this 22th of June 1665 :

Witness/

Fran : Champernowne/

Henery Jocelyn/

True Coppys of this obligation with a Confirmation thereof before Esq^r Jocelyn, transcribed out of the originalls, & there with Compared this 23 : of Janvary : 1667 : p Edw : Rishworth ReCor :

To all Christean people to whom these Presents shall come, greeteing, I Thomas Turner In the parish of Kittery in the Long Reach In Pischataqua River in New England, haue given granted barganed sould Alienated & Infeoffed & doe firmly by these Presents, give grant bargane & sell alienate & Infeoffe vnto Mr George Walton ordinary keeper In Pischataqua River aforesd, Twenty acers of Land scituate lijng & being In y^e Parish of Kittery aforesd vpon the North East of Christean Ramacke, w^{ch} sd Twenty acers of Land is to bee for the vss

Turner
To
Walton

of the sd George Walton, his heyres executors Administrators & assignes for ever, vpon non payment of eight pounds seaventeen shillings Sterling, to bee pd at or before the last day of March next Insueing, by the sd Thomas Turner, his heyres executors, administrators or assignes, to the sd Geo : Walton his heyres administrators or assignes, and vpon the payment of the money abouesd, Ingaged M^cchandable Red Oake staues, then the sd Land to bee to the proper vss of y^e aboute sd Turner agajne, & likewise what the sd Turner can make appeare to bee payd to the sd Walton in part of the some abouesd, is to bee deducted/ In witness w^of I haue here vnto sett my hand & seale, this 16th of August 1659 : the aboute sd Land liing in backe Cove behind Thomas Spinnys/

Signed sealed & Delivered,

Thomas Turner (^{his}_{seal})

In the Presence of us,

Abishag Walton/

John Langham/

A true Coppy of

This Deed or Instrument transcribed
out of the originall & there with
Compared this 23 : of Janvary
1667 : p Edw : Rishworth ReCor :

To all Christean people, I John Sagamore of a place In Kenebecke River called by the English the high head, being on the Westerly side of the place called Merry Meeteing Bay, sendeth greeeteing, Know yee that I the sd John, for & in Consideration of the Loue & good will which I haue & beare towards my Loueing frejnd Thomas Watkings of Boston In New England Planter, as alsoe for & in consideration of his Travell with & for mee from the aforesd Boston to y^e Fort of Arania, & the great pleasure & good hee did mee there : Have given & granted, & by these Presents do freely Clearly & absolutely give grant & confirme vnto the sd Thomas

Indians
To
Watkings

Watkins, his heyres and assignes, a Preell of Land begining at the aforesd place called the high head, & from thence to runne vp the River vnto a fresh water brooke, and is by estimation of mee the sd John Sagamore a mile & a halfe mile in length, & is in breadth at the brooke one mile, togeather with a Parcell of Marsh grōd lijng & being on the other side of the River aforesd, contayneing Twenty Acers bee it more or lesse as It lyeth compassed with the sd River, on the one side, & the vpland on the other side, with the priuiledge of the backe Lands to the granted Premisses for commonage & pasture of cattle & felling of Tymber, & wood Trees & all other priuiledges & appurtenances whatsoever, to the given & granted Premisses, belonging to haue & to hould the aboue given & granted Premisses, with the profetts priuiledges & appurtenances, to them & either of them belonging vnto the sd Thomas Watkins his heyres & assignes for ever, to the onely proper vsse & behoofe of the sayd Tho: Watkins his heyres & assignes from the nineteenth day of August, In the yeare of our Lord one thousand six hundred sixty one, for ever, freely peaceably & quietly without any manner of reclayne Challenge or contradiction of mee the sd John Indean Sagamore, my heyres executors or of any other Prson or Prsons by mine or thejr meanes title Consent or procurement In any manner or wise, & with out any thing to bee given or done in tyme to come, soe that neither I the sd John my heyres executors, nor any other Prson by us for us or in our names, or In the name or names of us, or any of us att any tyme or tymes hereafter may aske Clajme or demand in or to the Premisses or any part thereof, any Interest right Title vsse or possession, but from all [39] Action of right title Clajme Interest vse possession & demānd thereof Wee & every of us to bee vtterly excluded, & for ever debarred, by these Presents/ I the sd John the Premisses hereby given granted & confirmed, aganist all Prson & Prsons wtsoever, shall & will warrant, & for ever defend vnto the sd Tho: Watkins his

heyres & assignes/ In witness w^rof I haue here vnto sett
my hand & seale in Boston aforesd, the forenamed Nine-
teenth day of August In the yeare aforesd 1661 :

Signed sealed & Delivered, The Marke of John ^{(his} seal)

In the Presence of us/

Edw : Ellis/

William Pearse/

Indean  Sagamore

This writeing with in was acknowledged by
John Sagamore of Kenebecke to bee his
Act & Deede this 20th of August 1661 :
before mee John Endecott Gou^{er}/

A True Coppy of this Instrument or deede aboue written
transcribed out of the originall & there with compared this
27 : day of Janvary 1667 : p Edw : Rishworth ReCor :

To all Christean people to whom this Present Instrument
shall come, Major William Phillips of Winter harbour In the
province of Mayn In New England sendeth greeteing, in our
Ld god everlasting, Know yee that the sd Major William
Phillips with the free consent of Bridgett his wife, for and
in consideration of y^e some of one hundred & fuety one
pounds three shillings & eleven peence in money & other
current pay in New England to him in hand before the seal-
ing & delivery hereof, well & truely payd by Richard
Hutchinson of London M^{ch}ant, the receipt w^rof the sayd
Major William Phillips doth acknowledg by these Presents,
hath given granted barganed sould aliend Enfeoffed & Con-
firmd & by these Presents, do give grant bargane sell alien
Enfeoff & confirme vnto the sayd Richard Hutch-
inson his heyres & assignes for ever, a Tract or
quantity of Land contayneing one thousand
Acers lijng & being aboue the Falls at Sacoe In
the Province aforesd & on the North Westerly side of
Swann pond Cricke : The sd Land to contane one Mile in

Phillips
To
Hutchinson

breadth vp by the River of Sacoe aforesd, & to runne backe Westerly vpon the Mayn Land soe fare as till the sd Number of one thousand Acers of Land bee measured vp, togeather with one fourth part of the Saw Mill at Sacoe flalls, with all Woods vnderwoods Tymber & trees waters water Courses Meddows Libertys, fishings fowlings Hunting hawking Hawking ways easements passages profetts Commoditys Jurisdiction emoluments Comange priuiledges & appurtenances w^{ts}oeuer thejr in or their belonging, or in any wise app^rtayneing : And all the estate right title Interest vse propriety possession clajme & demand w^{ts}oeuer of him the sd Major Willia^m: Phillips of in or to the sd barganed Premisses & either of them/ And all deeds evidences & writeings, w^{ch} concerne the p^rmisses onely, & Coppys of such deed evidences & writeings, which concern the same with other things to haue & to hould the sd barganed p^rmisses, with the p^rfetts priuiledges & appurtenances to them or either of them respectiuely, belonging vnto the sayd Richd Hutchinson his heyres & assignes, to his & thejr owne proper vse & behoofe hence for ever/ And the sd Major William Phillips, for him selfe his heyres executors & administrators, doth covenant promiss & grant to & with the sayd Richard Hutchinson his heyres & assignes by these Presents In manner & forme as followeth (that is to say) that hee the sd Major William Phillips, at the tyme of the grant bargan & saile, of the p^rmisses to the sd Richard Hutchinson, & vntill the delivery hereof vnto Eliakime Hutchinson to & for the vse of his father the sd Richard Hutchinson his heyres & assignes for ever, was the true & lawfull owner of the aboue barganed p^rmisses, and that hee hath in him selfe full pouer & lawfull authority the p^rmisses to grant bargan sell & confirme as aforesd/ And that the sd Richd Hutchinson his heyres & assignes shall may hence forth for ever, lawfully peaceably & quietly haue hould possesse & inioy the sayd barganed Premises & every of y^m free & clear & clearly exonorated acquitted & dis-

W^m Phillips
To .
Ric^d Hutchin-
son

charged, or otherwise from tyme to tyme, & at all tymes hereafter by the sd Major William Phillips his heyres executors & administrators sufficiently saved defended & kept harmeles of & from all & all manner of former & other grants gyfts barganes sales Morgages Wills Judgm^{ts} executions Douers & title of Dowers, to bee Claimed by the sd Bridgett his now wife, & of & from all other acts & incomberances w^{ts}soever had made done or suffered to bee done by the sd Major William Phillips, his heyres executors administrators or any other Prson or Prsons w^{ts}soever, from by or vnd^r him, them any or either of them wthy the sd Richd Hutchinson his heyres or assignes shall or may bee hereafter Lawfully evicted out of the possession thereof, or any Part or Preell thereof/ And that the sd Major William Phillips his heyres executors & administrators the sd barganed p^rmisses & every part or Preell thereof vnto the sd Richd Hutchinson his heyres & assignes against them selues, & all & euery Prson & Prsons w^{ts}oeuer lawfully Clajmeing or to Clajme any estate right title Interest Clajme or demand w^{ts}soever, of in or to the same, from by or vnd^r him, them any, or either of them, shall & will warrant & for ever defend by these Presents: And that the sayd Major William Phillips, his heyres executors & administrators & each of them vpon reasonable & lawfull demand shall & will Prforme & do, or cause to bee Prformed & done, any such further Act or Acts whither by way of acknowledgment of this Present Deed, or release of Dower in respect of her the sd Bridgett, or In any other kind that shall or may bee for the more full compleating confirmeing & sure makeing of the sd barganed p^rmisses vnto the sd Richd Hutchinson his heyres & assignes for ever according to the true intent hereof & according to the Laws of the Province or Jurisdiction, wthin the sayd barganed p^rmisses lyeth: provided always & It is covenanted, concluded conditioned & agreed, by & between the sd Prtys to these Presents/ That if y^e [40] sd Major William Phillips, his heyres executors adminis-

trators or assignes or either of them, do well & truly content & pay, or cause to bee contented & pd vnto the sd Richd Hutchinson his heyres executors administrators or assignes the full & whoole some of one hundred fiftie & one pounds three shillings & eleven pence by the valew thereof in good sound Merchandable Inch pine boards at the saw Mill at Sacoe falls aforesd, at fourty shillings p thousand at or before the nineteenth day of y^e Moenth of Octobr which shall bee In the yeare of our Ld one thousand six hundred sixty & eight with out coven or fraude that then this Present bargan & sayle & every Covenant grant Article & thing herein contaned shall to all affects purposes, & constructions w^tsoever, bee vtterly voyd frustrate & of none affect, but If default of payment at the day aforesd, happen in part or in all contrary to the Tenor hereof, that then this Present bargan & sale, shall to all affects & purposes stand remajn & abide in Its full force & strength, any thing herein before expressed to the contrary thereof In any wise notwithstanding: In witness w^rof the sd Major William Phillips hath here vnto sett his hand & seal the eighteenth day of the first Moenth comanly called March In the yeare of o^r Ld one thousand six hundred sixty & seaven, Annoq^{ue} regni Caroli secundj xix/

Signed & delive^rd In y^e

William Phillips (^{his} seal)

Presence of vs/

Bridgitt Phillips/

Robert Pateshall/

William Pearse/

Mis Bridgitt Phillips acknowledgeth this Instrument aboue written to bee her Act & deed, this 27 : of June 1667 :

before mee Samuell Whelewright Jus : pe :

A true copy of this Deed aboue written transcribed out of the originall, & there with compared this 30 : Janvary : 1667 : p Edw : Rishworth ReCor

October : 16 : 1659 :

Kittery
To
Tozier

Granted Lotted & layd out by the Select
Townsmen for Kittery vnto Richard Tozier his
heyres or assignes for ever a Tract of vpland
Contayneing sixty Acers & adioyneing to Wil-
liam Pyles lott aboue the Salmon falls, & It runnes from y^e
River vp into the woods vpon a North East & by North
Lyne in length, & the head bounds ruñs vpon a North West
& by West lyne, as may appeare by severall Marked trees/
A true Coppy taken the 8 : day of Novebr 1659 :

p mee Humfrey Chadborne
Town Clarke/

A true Coppy of this grant aboue
written as transcribed by Humfrey Chadborne
taken p mee this 13 : March : 166 $\frac{7}{8}$ Edw : Rishworth ReCor :

Was Edw : Rishworth & Cap^t John Dauess of Yorke
Were Impoured & appoynted by the last Court of pleas for
ending of a controversy, to lay out the deuideing bounds of
Land betweene Richd Tozier & William Pyles, att their
home lotts, w^{ch} Land of William Pyles his, is by him since
sould, & remaines now in the possession of James Smyth/
In Attendency vnto w^{ch} Court order, Wee the sd Rishworth
& Davess made a survey of those bounds, in Controversy,
wⁿ & at which tyme the sd Tozier, Pyles, & James Smyth
were Present w^r togeather vewing & discussing touching y^r
bounds, vpon consideration the sd Richd Tozier, & James
Smyth who bought the Interest of y^e sd Land in
Controversy formerly betweene Pyles & Tozier,
did Mutually conclude before vs, namely the sd
Richd Tozier & James Smyth to end the Contro-
versy them selues, & agree vpon there owne bounds, w^{ch}
are as followeth vidz^t : first that y^e deuideing lyne between
them is to begin at a small Wall Nutt tree, & soe runne

Tozier
&
Smith

directly as that fence between them now stands vp unto an ould stumpe, & from thence to a small Whitte oake marked by an ould bound Marke & soe running along to an ould seare oake standing in the fence by a spring ould Marked, goeing along to y^e end of the fence now sett, & from the end of that fence to a small Whitte oake now Marked, & soe directly vnto another Marked Whitte oake standing by a great Whitte oake which lyeth close by Itt/

And It is further agreed by the sd Tozier & Smyth, y^t w^t Land falls with in those bounds thus Marked either aboue or below or with in fence, shall bee peaceably Inioyed or taken by the sd Prtys with out any trouble or controversy at all/ & this to stand hence forward as a full & finall agreement between us as Witness o^r hands this 23 : day of Aprill 1668 :

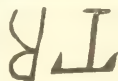
Signed In y^e Presence of,

Edw : Rishworth/

John Davess/

Ric : Tozier

his marke/



James Smyth his

marke/



A true Coppy of this grant as layd out & bounded aboue written, transcribed out of y^e originall & there with Compared this 30 : of Aprill : 68 : p Edw : Rishworth ReCor :

W^{ras} I William Hammonds was Legally chozen by the Town of Wells for laijng out of Land according to pouer given mee, haue layd out vnto Mr John Wheelwright a Tract of Land granted vnto y^e sd Wheelwright by Mr Henry Boad, & Mr Edw : Rishworth w^{ch} Land is bounded from the fence that is sett vpon the North West side of Mr Wheelwrights farme, & soe to runne vpon a streight Lyne to Ogunquett falls to a certen tree which I haue marked with **W** : May 24 : 1667 :

by mee William Hammonds/

Wells

To

Wheelwright

[41] Was I Ezekell Knightts was Legally chozen by the Town of Wells with Goodman Hammonds, for laijng out of Land in the sd Town, I Ezekell Knight do consent vnto the laijng out of Mr John Wheelewrightts Land, granted by Mr Bode & Mr Edw: Rishworth, according as Goodm: Hammonds hath bounded Itt, as Witness my hand this 23 of Aprill 1668 :

Ezekell Knightts/

A true Coppy of these two Instruments

herewith in written sign'd by Will: Hammonds

& Mr Ezekell Knightt/ taken out of the originalls

& there with compared this 30th of Aprill 1668 : p Edw : Rishworth ReCor :

Was Edw : Rishworth & Cap^t John Davess of Yorke, Were impoured & appoynted by the last Court of pleas for ending of a Controversy to lay out the deuideing bounds of Land between Ric: Tozier & William Pyles, at thejr home lotts, which Land of William Pyles his is by him sould & remajnes now In the possession of James Smyth/ In Atten-
Tozier
Pyles &
Smith
dency vnto which order Wee the sd Rishworth
& Davess made a survey of those bounds in
controversy, Wⁿ & at which tyme the sd Tozier
Pyles & James Smyth Were Present, w^r together
vewing & discussing touching y^r bounds, vpon which consid-
eration the sd Tozier (& James Smyth who had bought y^e
Interest of the sd Land in controversy formerly between
Pyles & Tozier, did mutually conclude before us, namely
the sd Richd Tozier & James Smyth to end the difference y^m
selues, & agree vpon thejr own bounds, w^{ch} are as followeth,
vidz^t :

That y^e deuideing Lyne between them is to begine at a Small Wall Nutt tree, & soe runne directly as that fence between them now stands vp vnto an ould stumpe, & from

BOOK II, FOL. 41.

thence to a small Whitte oake, marked by an ould bound Marke, & soe running along to an ould seare oake standing in the fence by a spring, ould marked, goeing along to y^e end of y^e fence now sett, & from y^e end of y^e fence to a small Whitt oake now marked, & soe directly vnto another marked Whitte oake standing by a great whitte oake which lyeth close by it: And It is further agreed between the sd Tozer & Smyth y^t what Lands falls with in these bounds thus Marked either aboue or below or within fence, shall bee peaceably Inioy'd or taken by the sd Partys with out any trouble or controversy at all, & this to stand hence forward, as a full & finall agreement betwixt us, as Witness of hands this 23 day of Aprill: 1668/

Sign'd in y^e Presence of

Edw: Rishworth/

John Davess/

Ric: Tozier his Marke

James Smyth his Marke/

TR
S

A true Coppy of this agreement transcribed out of y^e originall & there with Compared this 11th June 1668:

p Edw: Rishworth ReCor:

This Indenture witnesseth, that I James Gibbines of Sacoe

Gibbons
for Haywood
To
Edgecome

In the Province of Mayn, with the consent of my wife Judeth, & my brother in Law Robert Haywood now resideing in the Barbadoes, as by his order to mee given beareing date the tenth day of January one Thousand six hundred & sixty, In the twelfth yeare of y^e Reign of our Sovereign Ld King Charles y^e second, for diverse good causes us there vnto moueing, haue given, granted, barganed & sould, & by these Presents do give grant sell & Confirme vnto Nicho Edgecome his heyres executors, administrators & assignes for ever, fiuetu Acers of Land viz^t Twenty acers of Marsh or Meddow

ground, at Gouse fayre River, as p the bounds y^rof supposed to^e bee soe much, & is to begine at the bounds of Edw : Clarke deceased, on the North West side of the River, & soe to runne along the same side of y^e River vpon a North-erly course, till hee come to a Cricke Issueing out of a great pond & soe on the North west side of y^t Cricke till hee come to the same pond or to the Length of it as Itt extends, & soe take all the Length of it & breadth between y^e pond & y^e woods bee Itt more or lesse : And the rest of his Land to begine at his now dwelling house & from thence to an oaken stumpe Westwardly from the sd house & soe to the Cricke or fresh water on the Eastward side, with an aequall breadth to the water side, & soe backward to the edg of the swampe, & the rest of this Land to bee finished next to the bounds of Edw : Andrews Land/ Yeilding & paijng y^rfore yearly & every yeare to y^e sayd James Gibbones or Robert Haywood thejr heyres executors administrators or Assigns the some of fiue shillings Sterlg in good M^rchand^{ble} bread Corne at or vpon the nine & Twenteth day of Septemb^r & two days worke the one at planting the other at harvest tyme being lawfully demanded by them/ with this provisoe that y^e sd Gibbons & Haywood, thejr heyres executors administrators or assignes shall from tyme to tyme & at all tymes hereafter make good & valid this grant vnto the sd Edgcome his heyres & assignes for ever & to mantayne y^e same & defend them y^r in by law. And further It shall bee lawfull for y^e sd Gibbons or Haywood by them selues Joyntly or severally or thejr heyres executors administrators or assignes, in defect of or non payment of all or any of the sd Rents or due days worke, to make distress vpon y^e f^misses or on any goods or Chattles of the sd Edgcoms, or his heyres executors administrators or assignes & the same to detain & keepe till the sd Rents & due days workes bee satisfyd In testimony w^rof, & for the true P^rformance of all things therein contayned from the one Party to the other, they bind them selues their heyres executors administrators & assignes to make good

the same as Witnessed by an Interchangeable setting two
y^r hands & seals to one part of these Indentures beareing
date the nine & 20th day of March 1662 :

Sealed signed & delive ^r d	James Gibbons	S (his seal)
& possession & seizin	his Marke	
given before us/		
Richd Foxwell/	Judeth Gibbons	
Ric : Tucker/	p her marke	I (her seal)

A true Coppy of this Instrument aboue
written transcribed out of the originall
& therewith compared this 18th day of
June : 1668 : p Edw : Rishworth ReCor :

[42] James Gibbons & Judeth his wife acknowledged
this with in Deede or Indenture to bee there Act & Deed
vnto Nicholas Edgcome/

Taken in Court this 20th of May 1668 : Geo : Munioy

Jus : pe :

vera Copia Edw : Rishworth ReCor :

This Indenture made y^e Thyrtyeth day of Septemb^r In the
eighteenth yea^re of our Sovereign Lord Charles the secund
by the Grace of god, of England Scotland
Barefoot France & Ireland King, defend^r of the faith &c :
To between Cap^t Walter Barefoote of Douer in the
Mussell River of Pischataq Chyergion on the one Party,
& Robert Mussell of Portsmouth in the River of Pischataqua
on the other party, fisherman, Witnesseth that y^e sd Walter
Barefoote, for & Consideration of y^e some of fiueteen pounds
of Lawfull money of New England in hand before the then
sealing & delivery of these Presents well & truly payd, the
receipt w^rof the sd Walter Barefoote doth hereby acknowl-
edg, & him selfe to bee fully satisfyd contented & payd, &
there of, & of every part Prcell & penny there of doth
acquitt exonerate & discharge the sd Robert Mussell his

heyres executors & administrators & every of them for ever
 by these Presents, hath granted bargained & sould aliend
 Infeoffed conveyed released delivered & confirmed, & by
 these Presents doth grant bargain & sell, aliene Infeoffe con-
 vey release assure deliver & Confirme vnto the sd Robert
 Mussell his heyres & assignes all that peece or Preell of
 vpland scituate lijng & being in Kittery, with in the Prov-
 ince of Mayn vpon the West side of a Cricke y^t bounds Capt
 Champnowns Ysland, & begins at a Whitte oake marked
 neare the brooke which is on y^e North East side y^e of neare
 vnto Robert Wadleighs dwelling house & soe to runne by
 y^e water side eight & Twenty pooles vnto a great marked
 Whitte oake about West & by Nore, & soe to runn backe-
 wards into y^e Woods the same breadth vntill ten Acers bee
 fully made vp, & compleated/ And alsoe all & singular ways
 paths passages trees Woods vnderwoods commans easements
 profetts commoditys Aduantages Emoluments heriditaments
 & appurtenances w^tsoever to y^e sayd peece or Preell of Land
 belonging, or in any wise app^tayneing, & alsoe all the right
 title Clayme vse possession reversion remajnder & de^mand
 w^tsoever of him the sd Walter Barefoote of in or vnto the sd
 Tract peece or Preell of Land belonging, or in any wise
 app^tayning. To haue & to hould the sd peece or Preell of
 vpland before hereby granted bargained & sould, & every
 part & Preell thereof, & all & singular other the Premisses
 with thejr & every of thejr appurtenances vnto the sd Rob-
 ert Mussell his heyres & assignes for ever, to the soole &
 onely proper vse benefitt & behoofe of y^e sd Robert Mussell,
 his heyres & assignes for ever, & to & for noe other vse &
 purpose w^tsoever: And the sd Walter Barefoote for him his
 heyres executors administrators & assignes, & for all &
 every of them, doth hereby covenant promiss & grant to &
 with the sd Robert Mussell his heyres & assignes, & to &
 with every of them by these Presents, that hee the sd
 Robert Mussell his heyres & assignes & every of them shall
 & may lawfully from tyme to tyme, & at all tymes hereafter

quietly & peaceably haue hould vse occupy possess & inioy to his & there own pper vse & behoofe, all & singular the before hereby granted & barganed Premisses, & every part & Preell there of with the appurtenances, freed acquitted & discharged, or other wise well & sufficiently saved & kept harmeless of & from all manner of former or other barganes sales gyfts grants Leases Joyntures, Dowries Judgm^ts executions Titles troubles charges & Incomberances w^hsoever heretofore had made committed suffered or done, or to bee had made committed suffered or done by the sd Walter Barefoote his heyres executors administrators or assignes or any of them, or of or by any other Prson or Prsons w^hsoever, lawfully clajmeing from by or vnder him them or any of them/ In witness w^hof the Prtys aboue named to these Present Indentures Interchangeably haue sett thejr hands & seals the day & yeare aboue written, 1667 :

Sealed & Deliveřd

Walter Barefoote (^{his}_{seale})

in the Presence of,

Hen : Greinland/

Abraham Corbett/

Bee It remembered that vpon y^e last day of July in the yeare with in written quiett & peaceable possession of the Land with in granted, was given & delivered by y^e with in named Walter Barefoote, vnto y^e with in named Robert Mussell in name of possession & seazin of all Lands tenements & heriditamt^s in the deed with in written containyd, to haue & to hould vnto the sd Robert Mussell his heyres & assignes for ever, according to the Teñor & true meaneing of the deed/ written in the Presence of/

Abraham Corbett

Hen : Greinland/

A true Coppy of this deed aboue written, transcribed out of y^e originall & y^r with compared this 22th d : of June 1668 :
p Edw : Rishworth Re : Cor :

These Presents do witness that I Ann Godfrey of Yorke
 In the province of Mayn, for diverse good Considerations
 therevnto mee moueing, & more especially for that Loue
 & affection I beare vnto Sarah Donell, [43] & Margerett
 Donell, daughters of Hene : Donell, & Frances Donell of the
 sayd Town, do giue grant Enfeoffe & Confirme vnto the sd
 Saraih & Margerett Donell, my sool right & Interest of a
 Certen Tract of Meddow Land, & a parcell of vpland, the
 one part y^r of being an Ysland on the other side of Yorke
 River over aganst the house of Joane Dixons, where on
 Hen : Donell for severall years since hath bujt a
 Stage, & fished vpon, & halfe that Ysland, called
 by the name of the great Ysland, the other halfe
 of which I sould vnto Samson Anger/ Which
 Meddow Land lijng with in & about the Ysland, & the halfe
 of the great Ysland aboue mentioned, contayneing the quan-
 tity of foure or five Acers of Meddow, bee It more or less,
 being bounded out next vnto that Meddow, & part of that
 Ysland Which I formerly sould to Sampson Anger, Which
 vpland & Meddow as aboue written, I do by these Presents,
 & haue given granted Enfeoffed & confirmed vnto the sayd
 Saraih & Margerett Donell there heys & assignes for ever/
 And in case either of them shall dy before it come into thejr
 hands, then the whool I giue & Confirme vnto her that sur-
 viueth/ always pvided that Hene : Donell shall haue the vse
 of that part of the small Ysland whereon hee fisheth & hath
 Improued, soe long as hee liveth, & That Frances Donel his
 wife shall haue the free vse of the Meddow & other Land
 belonging to it whilst shee Liveth/ And for the reall Prform-
 ance of this my gyft which I haue by this Deed made vnto
 Sarah & Margerett Donell, I do comitt the Premisses into
 the hands & care of my Loueing frejnds Edw : Rishworth &
 John Alcocke of Yorke, whom I sooly Intrust to see vnto
 y^e right disposeing thereof according to my true meaneing
 & honest Intentions thejr in/ In testimony of every of the

Ann Godfrey
 To
 Sarah & Margt
 Donnell

Premises abouesd, I haue here vnto afixed by hand & seale
this secund day of Aprill 1660 :

Signed sealed & Deliveřd in the Ann Godfrey/ (^{her}_{seale})
Presence of/

Ric : Bankes his Marke

R

Tho : Bragdon his marke

T B

Mis Ann Godfrey owneth this Instrument aboue written
to bee her Act & deed before Edw : Rishworth Jus : pea :

A true Coppy of this deed or Instrument with in written
transcribed out of the originall, & there with compared, this
23th day of June 1668 : p Edw : Rishworth ReCor :


This Indenture made the sixeteenth Day of July in the
Eighteenth yeare of the Raigne of our Soũaijne lord Charles
the second by the grace of god of England Scotland ffans
and Ireland King Defender of the faith &c Betwene Robert
Wadlowe of Kittary in the prouince of Mayne yeam̃ of
thone pte Henry Greenland of Kittary in the Province
of Mayne Chirurgion of the other pte Wittness-
eth that the said Robert Wadlowe for and in
Considerať of the some of One hundred and
Ninty pownds in hand before then sealing and
Daliũy of these p'sents well & truly paid the receipt where
of the said Robert Wadlowe Doth hereby acknowledgd and
himselſe to be fully satisfied contented and paid and thereof
and of eũy pte pcell and penny thereof doth acquitt Exonate
and dischearg the said Henry Greenland his Hẽres Exeẽ and
Admistř and eũy of them for eũ by these p'sents Hath Giuen
granted bargained and sold aliened Enfeoffed Conveyed
released assured Deliuered and confermed & by these p'sents
Doth give grant bargaine and sell aliene Enfeoffe Convey

Wadleigh
To
Greenland

release assine assure Deliuer & confirme vnto the said Henry Greenland his heirs and ass̃ for eũ All that Dwelling howse and Brewhowse scituate standing & being in Kittary aforesd at a place there called the poynt or by what other name or names soeũ the same is called and knowne and also all that platt or pcell of land whearon the said Dwelling howes and Brewhowes standeth wth sd pcell of land lately p^{ch}sed of Major Nickholas Shapligh as by the assuarans therof will at learge appeare and also all Comons Easem^{ts} pffits Commodities Aduantages Emolum^{ts} herreditiũts and app^{te}ñes wht so eũ to the said howsses & pcell of Land belonging or in anny wise appteying And allso all the right titele Clayme vse [44] Possesion Revercõn Remainder and Demand whatsoever of him the sd Robert Wadlowe his Exe^c Adminstra^r and ass̃ and eũy of them To have and to howld the said Dwelling howese and brewhowes the said pcell of Land and Euery pte and pcell thereof wth thap^rteñ vnto vnto y^e said Henry Greenland his heires and assignes for eũ to y^e sole & only proper vse benefit & behof of y^e sd Henry Greneland his haires & assignes for euer and to and for noe other vse intent p^opose what soeuer And the said Robert Wadlowe for him his Heires Executors Administra^{rs} and ass̃ and for all and euery of them Doth Couent^{pn}mis . . and grant to and wth the said Henry Greenland his heires and assignes and to & with Euery of them by these presen . . that hee the said Henry Greenland his heires and assignes & euery of them shall and lawfully may from time to tim . & att all tymes foreũ hereaftar quietly and peaceably haue howld vse occupy possesse and enioy all and sing . . . the before hereby granted and bargained p^omisses and e . . . pte and pcell thereof wth thapp^rtences freed acquitted & Discharged or otherwise well and suffistienly saued & kept harmles of and from all and all manor of form and otha . bargaines sales gifts grants rents Leasses Mortgages Jo . . Dowers and titele of Dowers of Sarah & now wife of the sa . . Robert Wadlowe Judgments Executiones

Titles troublels Cheargis Incombrances and Demands what-
 sociu hertofore had made committed suffered or Dun or
 hearastar to be had Cummitted & sufered or dun by the said
 Robert Wadl . . . his heires or assinges or any of th . . or
 of or by any other pson or psones whatsoeu lawfu . . .
 clajming any Estate right title or Intrust from by or vnder
 him them or any of them And the said Robert Wadlowe for
 him his heires Executors and a and for all and eity
 of them Doth farther Couent and grant to and wth the said
 Henry Greenland his heires & ass̃ & to & with eũ of them
 by these p^rsents that he the said Robert Wadlowe Sarah &
 & his wife & thayer heires shall and will wthin seaven yeares
 ne . . ensuinge the Date hearof at the request cost a . .
 chearges in the law of him the said Henry Greenel . . . his
 heires & assignes make Doe acknowledge Execu . . and
 suffer or cause or p^reuier to be made Done wledg
 Executed and suffered all and eity such lawfull and
 resonable act and acts thing & Devise and Davises
 assuurances and Conveyanc Lawe whatsoeu for the
 farther and more uring sure making and inioying of
 the

. . . [45] Deede or otherwise as the said Henry
 Greenland his heires or ass̃ or his or their Councell lerned
 in the Lawe shall be reasonably Deuised advised or required
 in Wittes whereof the pties furst aboue named to these
 p^rsent Indentures Interchangably haue sett their hands and
 seales the Day and yeare furst aboue written/ 1666

Sealed and Duliuered Robert Wadleygh y^e  sceall
 in p^rsence of
 Nic Shapleigh :
 Walter Barfoote
 Abra Corbett :

Memorand that vpon the seauenteenth Day of Aug : 1666
 quiet and peaseable possession of the howse and Lands wthin
 granted wase given and daliuiered by the wthin named Robert
 Wadlygh vnto the wthin named Henry Greenland in named

of possession & seizen of all Lands Teneñs and hereditamds
in the Deed wth in written contayned To haue & to hold
vnto the said Henry Greenland his heires and ass^{ts} for eñ
according to Teno^r and tru meāing of the Deed wth in
written

In p^rsence of

Ni : Shapleigh

Abra : Corbett

Walter Barfoote

This beinge a tru Copy taken out of the originall & Com-
pared p Peter Weare Re Cor

februar^r y^e 3^d

1668

Know all men by these Prsents that I Mogg
Hegone of Sacoe River In New England sunn &
heyre to Walter Higgon Sagamore of the sayd
River, but now deceased, doe for & in considera-
tion of a Certen some received by mee, well & truely pd In
goods by Major Willia^m Phillips of Sacoe, the receipt w^{ro}f I
do acknowledg my selfe being fully satisfyd & payd ; haue
iuen granted barganed & sould, & by these psents do
alliene enfeoffe or confirme vnto the sd Maio^r William
Phillips of Sacoe a Tract of Land being bounded with Sacoe
River on the North . . . side, & Kennebunke River on the
South West side, In breadth from the one River [46] to the
other River aforesd, & In length begining at the sea side, &
Running vp each River vnto Salmon flalls In Saco River, &
as fare vp Kennebunke vntill It bee opposite with the sd
Salmon flalls, w^{ch} flalls is to bee vnderstood flalls about
fieteen Miles vpward from the saw Mills at Sacoe flalls/
Hee the sd Phillips to haue & to hould the sd Land with all
Tymber, Woods, Marshes, & all the growth thereon from
him his heyres executors administrators & assignes for ever,
freely & Clearly acquitted exhonorated & discharged from

BOOK II, FOL. 46.

all manner of Morgages sayles Ingagem^{ts} or Incomberances
w^{ts}soever/ Allsoe I the sd Mogg Hegon do for my selfe, my
heyres executors or assignis warrant save & keepe harmeless
the sd Phillips his heyres or assignes from any manner of
Prson that shall lay Clayme y^rvnto/ for the trve P^rformance
of y^e Premises I haue this last day of May subscribed my
hand, & fixed my seale

In y^e yeare of our Ld 1664 :


Signed sealed & Delivered In

the Presence of vs/

John Wakefejd his

Marke 

Mary Wakefejd her

Marke 

Mogg Heigon

his marke  (his
seale)

vera Copia of this Deede aboue
written transcribed out of the
originall & y^rwith Compared
this 14th day of July 1669 :
as Attests/ Peter Weare

Re Cor

Thes present I shall witnes that I Georg Cleue of Casco
Gen^t haue given granted barganed & sould & by this p^rsent
Doe giue grant sell & Confirmed vnto Thomas Kimbell of
Charles Towne marchant that my Iland in Casco bay Co^m-
only knowne by the name of Hodg Iland togeathar with all
the timbar standing & growing & pasture & all & singular
the appertinantes ther vnto belonging for & in Considarations
of A sartaine sum of money to me in hand paid & also for
Diuers othar good Causes & Considarations mee tharunto
moving to him the said Thomas Kimbeell, his Hayers &
assignes for euer to haue & to hould all y^e & singular y^e sd
Iland Land & premises vnto him y^e sd Th: Kimbell his
heyres & & assinges for euer yelding & paijng all such
reseruaciones to the king or Co^mon wealth of England and
any oathars Conserⁿ as is reserued in all grants
in New England for all searuis and Demands &
this grant is to be Inrowled according to our
Conssitutions for the farther Confirmation & sure

Cleue
To
Kimbal

BOOK II, FOL. 46, 47.

making of the said Iland and bargained p̄mises to him & his
for euer & in Testimony hereof I haue here set my hand &
seale this 15th of May 1658

Sealed & Deliuered in the

Georg Cleeves

p^rsence of vs

(seale)

Peyton Cooke

This Deed acknowledged by M^r

Thomas Greenfield

George Cleeve 12 9^{ber} 1662

Ri Bellingham Dep^t Gov^t


his marke


This aboue written being a true Copie
of A Deed : p Peter Weare Record
Transcribed out of y^e
ororiginall/ & Compared this
20^d Julij 1668

To all Cristian people to whom theis p̄nts shall come
Know yee that wee Thomas Kemble of Boston in New Eng-
land Merchant & Henry Kemble of Boston in New England
aforsd with the Consent of our wiues Elizabeth Kemble &
Mary Kemble for & in Consideraçon of the summe of Twenty
& fīue pounds to vs in hand paid by M^r Edward Tinge of
Boston in New England aforsd Merchant the receite where
of wee Doe hereby acknowledge & therewith to bee fully
satisfied contented & paid. Haue bargained sould Aliened
enfeoffed conveyed Assigned & made over & by theis p̄nts
Doe for our selues our heires Executors and Administrators
bargaine sell alien enfeoffe conuey assigne & make over vnto
M^r Edward Tinge aforsaid All our Right Title and intrust
[47] of in or vnto an Iland lying & beeing scituate in Casco
Bay in New England aforsaid comōnly called & knowne by
the name of Hogg Iland formerly in the possession of M^r George
Cleeues of Casco aforsaid together with all the Iletts there to
adioyning & belonging as alsoe all woods vndrwoods Timber

& Timber trees & all other the profitts priuiledges Comodities
 & conueinents to the same belong or in any wise appertening
 To haue and to hould all the said Iletts and all other the bar-
 gained premises to him the said Edward Tinge his
 Kimbals heires & Assignes from henceforth for ever And
 To wee the said Thomas Kemble & Henry Kemble
 Tyng Doe for our selues our heires Executors & Adminis-
 trators Covenute promise and agree to & with the said
 Edward Ting his heres Executors Administrators & Assignes
 from all former and othaer Baraines sales Joyntures Dowries
 Mortgages Titles Treubles allienations & revarçons and
 Incumbrances what soeuer and that hee the said Edward
 Tinge his heires Executors Administrators and Assignes shall
 peaceably and qũtly haue hold occupy possese and Enioy all
 the afore Demised p̃misses and every part . . parcell thereof
 with all the apotñts there vnto belonging to his and their
 sole proper vse and behoofe benefit and aduantage without
 the lawfull lett Trouble hinder̃ molestation or disturbance of
 vs the said Thomas Kemble & Henry Kemble or of any other
 person or persons whatsoever lawfully claiming right or
 intrest in or vnto the afore barganed premisses or any part,
 or parcell thereof And lastly wee the said Henry Kemble &
 Thomas Kembele Doe for our selues our heires Executors
 and Administrators Couenant promes & agre to & wth y^e sd
 Edward Tyng his heayres Exequitors & administrators &
 assinges y^t wee y^e sd Tho: Kimbell & Henry Kimbell our
 haiares Execut^{rs} & Administrators shall and will att any time
 hereafter vpon the reasonable request or Demand of him
 the said Edward Tinge his heires or Assignes giue & make
 vnto him or them or to any or either of them any other or
 better assurance of or vnto the Bargained p̃misses or to any
 part thereof as shall bee by men Expeañced in the Lawe
 adiudged necessary Requisite and Expedie^t In Witnes wherof
 and for the performance of all & singular the premises wee
 the said Thomas Kemble & Henry Kemble Elizabeth Kemble
 Mary Kemble haue hereunto sett our hands & seales this

24 Day of July in the yeare of our Lord One Thousand six hundred sixty and three/

Thomas Kemble : Elizabeth Kemble : Henry Kemble
 seale (seal) seale (seal) Marey Kemble : 

This writing was acknowledged by the seale  flower pties whoes hands & scales are to it to be their act & Deed the 9th Day of September 1663 before me Jo : Endecott Gou^{rn}

Scale

The writing vpon the backe sid Thomas Kemble and Elizabeth Kemble Did seale signe and Deli^u as their act and Deed the bill of sale within written vnto M^r Edward Tyng within meⁿioned in the p^rsence of vs the 24th of July 1663

Ezekiell Hamling

John Coffen

Jonathan Tyng

Henry Kemble And Mary his wyfe Did seale and Deliu^r this wrighting vnto Edward Tyng within mentined as there Atek and Deede this Eaigh^t of Sep^t 1663 in the p^rsents of vs

Edward Mitchellsonn

John Brakenbury

This be my Copied out of the orriginall & Compared y^e 25 of July 1668 : p Peter Weare Recordar

To all Christian people to hom this p^rsent Deed of Sale shall com Major William Phillips of Winter harbr in the province of Maine in New England in America
 W^m Phillips sendeth Greeting in our Lord God Et^elasting
 To Know yee that the said Major William Phillips
 Edw: Tyng: with the vulantry Consent of Bridget his wife for a valuable Consid^r in mony & other Currant pay in New England to him in hand before the Sealing & Deli^u here of well & truly paid by Edward Tyng of Boston in the Collony of the Massathusetts in New England maⁿant the receipt of

w^{ch} valluable Consideration the said Major William Phillips Doth acknowledg by these p^{resents} & therewith to be fully Satisfied & Contented & thereof Doth acquit & Discharge the said Edward Tyng his heires executors administrat^{rs} & assignes & every of them for ever by these p^{resents} hath giuen granted bargained sould aliend enfeoffed & confirmed & by these p^{resents} Doth fully clearly & absolutely giue grant bargain sell alien enfeoff & confirm vnto the said Edward Tyng his heires assignes for ever A Tract or Quantity of Land Containing ffifteen hundred Acres lying & being aboue Saco faules in the Province afore said being in bredth vp Saco river One Mile Norwesterly & to run in length into the Maine Land so farr on the said bredth as to make vp the said Quantity or Number [48] of ffifteen hundred Acres & is adjeining to the Land of Eliakim Hutchinson or his assignes with all the Timber trees woods vnder woods Meadows Waters wayes ffishing ffowling Hunting Common of pasture Rights Liberties Profitts & Hereditaments whatsoeū growing arising being Coming issuing in vpon or out of the p^{remises} & eūy part or parcell there of or to the same or any part thereof belonging or in any wise apptaining and all the estate right title . . interest use ppriety possession claim & Demand whatsoeū of him the said Major William Phillips of in or to y^e said bargained p^{remises} or any part there of And all Deeds evidences & wrightinges whatsoeū w^{ch} concerne the bargained p^{remises} only & coppies of such Deeds Evidnes & writings w^{ch} concern y^e same w^{ch} other things to haue and to hold the said ffifteen hundred Acres of land lying & being as afore said with all & singuler the Emolum^{ts} & appurtenances there of & priuiledges thereto in any wise belonging or apptaining vnto the said Edward Tyng his heires & assignes for euer to the only pper vse & behoof of him the said Edward Tyng his heires & assignes for eū and the said Major William Phillips for him selfe his heires executors & administrators Doth Couenant & grant to & with the said Edward Tyng his Heires & assignes by these p^{resents} in Manner & form as followeth

(that is to say) that he the said Major William Phillips at the time of the grant bargain & sale of the p^rmisses to y^e said Edward Tyng & vntill the Deliuy herof vnto the said Edward Tyng to the vse of him his heires & assignes for euer was the true & lawfull owner of the aboue bargained p^rmisses & that he hath in him selfe full power & lawfull authority the p^rmisses to grant bargain sell & Confirm as afore said and that the said Edward Tyng his heires & assignes shall & may henceforth for euer lawfully peaceably & quietly haue hold vse possesse Enioy or Dispose of the said bargained p^rmisses wth the appurtenan^{cs} thereof free & Cleare & Clearly exonerated acquitted & Discharged or otherwise by the said Maj^r William Phillips his heires executors & Administrators sufficently saued Defended & kept harmlesse of & from all & all manner of former & other grants gifts bargaines sales assignements Mortgages willes entailes judgm^{ts} executions forfeitures seizures jointurs Dowers power & Thirds of the said Bridget his now wif to be claimed or challenged of in or to the same or any part thereof & of & from all other Charges Titles detts & Incubrances whatsoever had mad Done comitted or suffered to be had mad Done & Committed by the said Maj^r William Phillips his heires executors Administrators or any other p^rson or p^rsons whatsoever claiming or p^rtending claiming or to claim any estate right title interest claim or Demand whatsoever of in or to the sam or any part thereof from by or vnder him them any or either of them & that the said Maj^r William Phillips his heires executors & Administrators the said bargained p^rmisses vnto the said Edward Tyng his heires & assignes Against them selues respectiuey & all & euy p^rson & p^rsons whatsoever claiming or to claim any estate right titel or interest of in or to the same or any part thereof from by or vnder him them or either of them shall & will warrant & for euer Defend by these p^rsents and that the said Major William Phillips his heires executors administo^{rs} vpon reasonable & lawfull Demand shall & will p^rform & Do or cause to be p^rformed & Done any such farther

Act & thing whether by way of Acknowledgment of this p^rsent Deed or release of Dower in respect of her the said Bridget or in any other kind that shall or may be for the more full completing Confirming & sure making of the said bargained p^rmisses vnto the said Edward Tyng his heires & assignes for euer according to the true intent here of & according to the Lawes of the Province or Jurisdiction where in the said bargained p^rmisses lyeth. In Witnesse whereof y^r said Major William Phillips hath herevnto set his hand & seale the Seventh day of March in the yeare of o^r Lord One Thousand Six hundred Sixty & Seven in the nineteenth yeare of the Reigne of o^r Soueraigne Lord Charles the Second by the grace of god of England Scotland France & Ireland King Defender of the ffaith Ect :

William  Phillips.

This instrument was acknowledged by William Phillips to be his act & Deed this 9 Jully 1668 before Joⁿ Leverett

Asē

[49] Receiued of the within named Edward Tyng the sum of floarety pounds & is the Consideration for w^h I the with named William Phillips haue sould the with in mentioned Quantity of fifteen hundred Acres of Land I say Receued at & before the day & yeare w^hin written : In witnesse whereof I haue herevnto set my hand the Eight day of March 1667

Signed in the p^rsence of
vs Rob Brickendon

William Phillips


William Pearse : s^{o^r}

Signed Sealed & Deliued in the p^rsence
of vs Robart Brickendon

William Pearse

This Dede wase transcribed out of the originall & Compared y^e 28th of Jully 1668 : p Peter Weare Record^r/

Be it known vnto all men by these p^rsents that I John Lambe of New London Doe sell vnto Edward Start of Gorgvane in the Prouince of Maine all my Land Meadow & house & all the apurtainants there vnto belonging situating & liing between William ffreathys Land & Henry Simson
beginning at the Riuer side & soe runing vp to
Lamb the path that goes from Edward Starts to John
To Parkers field And the said Lambe for him selfe
Start his heires executers administrators & assignes
Doth engage to the sd Start his heaires executors adminis-
trators & assigns to make good the saile hearof & to bare
him harmeles from any that shall Mollest or trouble him in
any of the premises aforesd whearunto I haue set to my
hand & seall this seauenth Day of of Jully One thousand six
hundred & sixty six

The marke  of John Lambe

(seale)

Signed seled and Deliuered in the presents of

Nicholas ffrost

Jos : Hamond : Sr.

This on the back : sid & this aboue written is A tru

Copy of the orriginall/ p Peter Weare Recor~

& Compared 26 of Jully/

1668

This Indenture made the ffowre & twentieth Day of November in the Eighteenth yeare of the Raigne of or souaigne Lord Charles the second by the grace of god of England Scotland ffrance & Ireland King Defendr of the faith &c : Betweene Edward Start of Gorgiañ in the Prouince of Mayne ffisherman of thone pte & John Card of Kittery in the Prouince of Majue Cooper of thother pte Witnesseth that the said Edward Start for and in Considera-
tion of the sune of fforty ffine pounds of lawfull pay of New

England in hand before thensealing and deliuy of these
 p^rsents by the said John Card well & truely paid the recēpt
 wherof the said Edward Start Doth hereby acknowledg and
 himselfe to be fully satisfied contented & paid & theareof &
 of euy pte pcell & penny thereof doth acquit Exoñate and
 discharg the said John Card his heires Executors and
 Administ^{rs} and euery of them for eñ by these p^rsents hath
 granted bargained & sold aliened Enfoeofed Conveyed
 released assured Deliued & Confirmed and by these p^rsents
 Doth grant bargaine & sell alion Enfeoffe Convey release
 assure Deliū and Confirme vnto the said John Card his heires
 & assignes All that Messuag or tenem^t scytuat lying & being
 in Gorgiane aforesaid wth in the said Prouince of Mayne
 togeather wth all howses Ediffices & buildings to the same
 belonging & adioyning & all y^t Tract peece or pcell of
 vpland & marsh to the same belonging & lying betweene
 land of William ffreathies of the North side & of Henry
 Simsons [50] On the south side thereof & Extending it
 selfe from the Riuer there vp to the foote path that goes
 from Edward Edward Starts to John Parkeres feild and also
 all Commons & Comōn of pasture in the wastes woods & Com-
 anable places And all Trees Woods and Vnderwoods Comons
 Easem^{ts} profits Commodities advantages Emolum^{ts} & heredita-
 tant^{ts} what soeuer to the said Messuege teneam^t Tract peece
 or pcell of vpland & marsh belonging or in any wise app-
 tayning & to or with the sam now or heretofore
 used occupied or enioyed as pt pcell or memb^r
 thereof or of any part or pcell thereof and also
 all Deeds wrightings Evidences Escripts &
 immunit^{ts} soly concerning the p^rmisses or any pte or pcel
 thereof & also all the right title Claime intrust vse possession
 Reñion Remainder and Demand whatsoeñ of him the said
 Edward Start his heires Executors Administ^r or assignes or
 any or either of them to haue and to hold the said Messuag
 or Tenem^t howses Ediffices & buildings the said Tract peece
 or pcell vpland & marsh the said Trees woods & vnder

Start
 To
 Card

woods Comons Easments pffits Commodities Advantages
 Emolum^{ts} hereditam^{ts} & app^rtences whatsoeuer to the said
 messuag or Tenem^t belonging or in any wise app^rteyning
 vnto the said John Card his heires & assinges for euer to the
 sole & only p^per vse benifit & behoofe of y^e said John Card
 his heires & assignes for euer and to and for noe other vse
 intent or p^pose whatsoe^u & the said Edward Start for him
 his heires Executors Admins[~] & assignes & for all & e^uy
 of them doth Couent p^mise & grant to and wth the said John
 Card his heires & assignes and to and wth e^uy of them by
 these p^rsents that hee the said John Card his heires &
 assinges & e^uy of them shall & lawfully may from tyme to
 time & at all tymes hereaft^r quiatly & peacably haue hold
 vse occupy possese & enioy to his thaire owne Pro^uer vse
 and behoofe all and singular the before hereby granted and
 bargained p^rmisses & euery pte and pcell thereof wth the
 p^rtences ffreed acquitted & Discharged or otherwise well &
 suffitiently saued and kept harmeles of & from all manner of
 form[~] & other bargaines sales guifts grants rents
 Leases Joyntures Dowers & titles of Dower of
 Willmatt now wife of the said Edward Start and
 of & from all other titles troubles Charges and
 Incombrances whatsoeuer heretofore had made
 committed suffered or done or to be had mad committed
 suffered or done or to be had mad committed suffered
 or Done by the said Edward Start his heires Executors
 administrat^{rs} or any or either of them or of or by any
 other pson or psons whatsoe^u lawfully clayming from by or
 vnder him them or any or either of them And the said
 Edward Start for him his heires Executors Administ^r and
 assignes & for all & e^uy of them doth Couent p^mises & grant
 to and to and wth y^e said John Ceard his heires & assignes &
 to & with e^uy of them by these p^rsents that the said p^rmisses
 hereby granted bargained & sold or meant men[~]coned or
 intended to be granted bargained & sold & e^uy pte & pcell
 thereof wth thap^rtences against him the said Edward Start

Ed
 Start
 To
 John
 Card

his heires & assignes against John Lamb his heires & assignes against Roger Gard his heires and assignes and against all and eūy other pson and psons whatso^r shall and will warrant and for eū Defend by these p^rsents the Right and title belonging to the pprieto^r of the pattent of the p^rmisses only exepted and foreprized In Wittnes whereof the pties aboue named haue to these p^rsent Indentures Interchangably sett their hands and seales the day & yeare first aboue writen//

The marke of

Edward  Start


Sealed and Deliuered, & quiet & peaceable possession & seizen of the lands wth in granted was giuen & deliuered by the wthin named Edward Start the Twenteth Day of Aprill in the yeare of our Lord god 1667 in name of possion & seizen of all lands & p^rmisses in the Deed wth in written To haue & to hold vnto the said [51] John Card his heires and ass^{ns} for eū according to the teno^r of the Deed wth in written in p^rsence of

Abra : Corbett

The marke of  Willmat Start : the mark  of Thomas Crokett

This Deede beefore Expressed wase assined p Willmate Start y^e wife of Edward Start y^e 21th of Nouembar 1668


Before mee Peter Weare Comis^r


the marke  of Lewis Banes

This beinge a true Copy taken out of y^e originall p Peter Weare Re Co

These Presents Do witnese that I Samson Anger of york ffsharman wth the free consent of my wife Susanna Anger Do giue grant sell Inffeo^{ff} & conffirme & in the behalfe of

myselfe my wife myne heyres executors administrators &
 assinges on good Consideration y^rvnto mee mou-
 Angier To Card
 inge & more espisalley for six pounds in money
 already receued at y^e Date here of haue giuen
 granted sould Inffeoffed & Conffermed vnto John
 Ceard now seituat at yorke Cooper his heyers executors
 administra^{rs} & assinges a Certaine Tract or Prsell of Meddow
 land Contayning the quantety of one acre or there abouts
 bee it more or less lying & beeing aboute the parting vpon
 the Southwest branch of the Riuer of yorke & on the south-
 armost side of the Towne Marsh which now m^r shuball
 Dumer Minister hath in possession the aforesd acer of Marsh
 more or lese being bounded with y^e Towne marsh on the
 North side & the marsh of m^r Edward Johnson on the South
 side therof w^{ch} marsh was granted mee by the Towne of
 yorke & I the sd Samson Anger haue had free possession
 therof about this Twenty yeares by vertue of w^h grant &
 possession I Do by these Presents for my selfe hayeres &
 assignes giue grant aliene & Conferm my soole right titell
 & Infrist of the sd marsh with all the profetts preuiledges
 immunitys & appurtenances apurtaining thervnto vnto y^e sd
 John Ceard his heyers executors administrators & assinges
 for ever from by or vnder me my heyeres executors adminis-
 trat^{rs} & assignes from all Incombaraces troubls & molesta-
 tion w^{ts}oeuer in testimony w^r of I y^e sd Samson Anger &
 Susanna my wife haue sett two our hands & seals this 23 day
 August 1668 beinge y^e yeare of our Soueraign Ld y^e King
 Charles The second

Samson Anger his mark  seal ○

Susanna Anger her mark  seal ○

Signed sealed & deliuered in y^e

Presents of

Edward Rushworth : Nick : Daus

this being a true Copy taken out of orriginall p Peter
 Wear recorder Nouem : 20 : 68

[52] Bee it knowne vnto all men p these presents that I Richard ffoxwell of Scarborow alias blacke poynt Doe hearby bind my self to pay vnto Isacke Waker of Boston the full & Just sune of forty five pownds thirtene shillinges sterling in mannar & forme following vezdet: the full sum of sixteene pownds to bee pd in all Demands p twenty

Foxwel To Waker	Bushels of wheate att 4 ^s : 09 ^d p Bushell & 50 ^{ty} Bushells of good sound Dry Inden Corne att 3 ^s : 06 ^d p Bushell & the rest Due to make vp y ^e
-----------------------	--

sume of sixteene pownds which is two pownds ten shillings to bee pd in good marchantabell pease att 4^s p Bushell And the remayneing p^t of the sune beeing Twenty Nine pounds Thirtene shillinges to bee pd in good marchantabelle wheate Indean Corne & pease att price abousd att or before the furst Day of January 1669 for true p^rformance of all and singuler the aboue sayd premisses I Richard ffoxwell Doe heerby bind my selfe my heyers Execut^{rs} Administrat^{rs} & Assignes vnto the aforsd Isack Waker his heyers Executors Administrat^{rs} & assings And in p^ticuler one percell of medow Land or marsh lying on the North syde of Blew poynt Riuer ouer against M^r Richard ffoxwells now Dwellinge howes the Eastward End of the marsh Joyninge to piggscatt Riuer & the Southward End Joyning to the Mayne Riuer & soe to runn vpp in to the marsh with its full Breadth till the quantety of Ackers bee Accomplished Acording to Apprisall which is 26^s: 8^d p Acker to make vp the sune of 45^{li}: 13^s as is Aboue Expresed which marsh soe Bownded I Richard ffoxwell Doe att p^rsent possese the said Isack Waker with grantinge & Warrantinge the aforsd Marsh to Belonge appurtaeyne & Abyde to him y^e sd Isack Waker his heyers Executors Administrato^{rs} & Asignes as his & theyer owne proper Estatte for Euer in Ceas of Non payment of the abousd sune as Exprest In wittnese whereof I Richard ffoxwell haue hearvnto sett my hand & seale the 14 day of Nouembar


1668

Our meaning is that payment is to bee made at Black poynt if the sd Isack require it & that the first shall bee forborne a month or two after Date :

Richard ffoxwells seal O

Signed sealed and Deliuered in the presents of :

Richard Cowman his mark 

Arther Ager his marke 

[53] Mr Richard ffoxwell apeareed before mee the 14th Day of Janvary 1668 & Ded acknoledg this Instrument aforsd wase his ackt & Deed Brian Pendleton Associate

This beeing a true Copy taken out of the orriginall & Compared p me Peter Weare ReCor

february : the 2^d 1668

Memorand^m That vpon the 14th Day of Nouember 1668 possession of the marsh mentined in y^e within written Instrument wase given by Mr Richard ffoxwell vnto Isack Walker by Daliuery of A Turffe in part of the whole there being present as wittnesses Cristopher Peckett & m^r Arther Auger Cumisio^r as Attest vpon oath/

Nathaniell Mastarson the marshall of the County of yorke sheare Attest vpon oath two the aboue sd

Beefore

Peter Weare Cumis^r

This beeing A true Copy taken out of the originall & Compared february the 2^d 1668 p Peter Weare Re

These psents do witness that I Richard ffoxwell sen^r livinge
in y^e Towne of Scarborough alis Blew point in
consideration of y^e sume of Twenty pownds which
Cristopher Pickett is ingeaged to pay or cawse
to be paid to me the sd Richard my Heyres &
assignes do engeage y^t I haue sold vnto y^e aforesd Cristopher
and do by these presents grant Alienate & sell vnto him and

Foxwell
To
Pickett

Confirme with and by y^e full consent of my sonnes Richard & John Foxwell my sole right and interest of one hundred acres of land viz vpland & meddowe lying betwext y^e lotts of Jonas Bayly & Cristopher Collines being y^e solle interest of a certaine lott or tract of land which formerly wase in the possession of Elthin Bailiff the full extent whereof reacheth home to those Lotts of Bailife & Collins his aforsd beinge in bredth forty eight poles by Common estimation be it more or lese y^e quantity of Meadow beinge boundd by the bredth of y^e vpland to Continnew the same as low as y^e Pines and to rune [54] Back into y^e woods till y^e full proportion of on hundred acres of vpland & medow be fully compleated Which tract of Land so bounded of y^e sd Richard Foxwell with y^e consent of my sonnes do engage my selfe my heires & assinges to warrant make good and dafend against all titles Claimes & pretences of Title whatsoeuer from my self or mine by my procuarment or any other vnto the sd Cristopher Pickett his heires or assinges for ever and I do also giue and grant him free Liberty to fall cutt carry away and make vse of anney Timber growinge or standing vpon my owne Lands neere adjacent to be disposed of for his owne proper vse in buildinge as he shall at any Time have occasion without any lett sute disturbance or molestation In Witnese to w^{ch} and every of y^e premisses abouesd I haue hear vnto set to my hand and seale this fift day of February on thousand six hundred sixty three in y^e sixteenth yeare of ouer Souerraigne Lord y^e King Charles the seund Signed sealed and daliuered in the (seal)

presence of: Samuel Cheever

Richard ffoxwell

John Howell

Wee whose names are vndar written
consent to this act and deed above
specified Witnes our hands.

Richard ffoxwell: John ffoxwell

This Deed or Instrument aboue written wase acknowledged to be the act & ded of m^r Richard ffoxwell vnto y^e sd Cristopher Pecket and acknowledged by his sunes Richard & John to bee with thaire Consents this 23th of ffebruary 1663 : Before me George Munioy assosia^e

Possession & sezin of y^r land herin spcified wase giuen in the precens of vs

Samuell Cheever

This deed or Instrument being

John Makshawne

a truely transcribed out of y^e

orriginnall & Compared this 16

his  marke

of March : 1668 p me Peter Weare Re Cor

[55] Bee itt knowne vnto all men by these presents that I Cristopher Peckett of the Towne of Scarborough for and in Consideration of the sum of Ten pounds by me in hand receued of and from m^r John Budesert before the signeing heereof the sum of ten pounds more which the said Budesert is to pay vnto mee According to Agrment, haue giuen granted bargained & sold Infeofed & Confermed & Doe heerby giue grant Bargaine & sell Infeofe and conferme vnto the sd M^r John Budesert all & euery part & parcell of that tract of land mentined in the In written Instrument y^t I bought of M^r Richard ffoxwell with the Consent of his two sunnes as in & by the sd Instrument doth fully and at large Appeare giueing & granted the Aforsd tract of land with all profittes preuillidges & Appurtenances therevnto belonginge to remaine Continue & Abide vnto the proper vse Benifitt & behoofe of the sayd M^r John Budesert his heyres Executors Administrat^{rs} & Assinges as his & thayer proper Estate from the Day of the date hearof for euer without any Intervption Molestation of daniall of mee the sayd Cristopher Pickett my Hayers Executors Administrat^{rs} or assinges or any other person or persons whatsoeuer In witnesse whearof I haue

Picket
To
Budesert

hearynto sett my hand & seale the 13th Day of Nouembar
1668

Signed sealed & dēd Cristopher Peckett (seale)
in the presents of

The marke of *R* Roger Vickars

the marke of *R* Richard Barson

Possession of the premisses Abouesd wase made & daliuered
p Cristopher Picket vnto Mr John Budesert p twigg & Turfe
the 10th of Nouembar 1668

In the presents of	This aboue written writinge or
Isaacke Waker	or bill of saile wase acknowledg
Nathaniell Mastarson	by Cristopher Peckett to bee
This deed or bill of sale	his act and dēd vnto Mr John
aboue written is a true	Budesert this 29 th day of Nouemb ^r
Copey transcribed out	Before me ffrancis Neale 1668
of the originall & Com-	Associatte .
pared p me Peter Weare Re Cor	
Nouembar the 16 : 1668	
	69

[56] Att a Generall Covrt held at Boston 13th of Octo^r
1668

This covrt considaring how mush it Concernes them for
the dve cañrainge an End this goverment lateley seteled in
yorke sheare soe as the Lawes of this Jurisdiction bee dlvly
Exeevted amongst them & the peopell religiovsly
Gouerned for the strengthen therefore the hands
of those that are alredy in place jvdge meet to
appoynt and Athorize major Brean Pendelton
Cap^t Richard Waldeine Mr John Cutt Elias Stil-
man & Cap^t Charles ffrost and every one of them
Impowaring them wth Magistraticall power out of Covrt
times to Act as any Magistra^t may doe & to keepe Covrt
there with the Associats

Massachusetts's
Comission
To
Pendleton,
Waldeine, Cutt,
Styleman, &
Frost

That this is A true Copie taken out of y^e Courts Records
Attest Edward Rawson Secre^t

This beeing A true Copie taken out of the order to me
directed: & Compared this 26 day of March: 1669 Peter
Weare Reco^r

[57] Know all men by these p^rsents that wee John Ridman of Hamton in the County of Norfolke blacksmeth & Richard Knight of Boston in the County of Souffolke weauer for & in Consideration of a vallueable some of mony payd to vs in hand before y^e sealinge hereof p Peter Lewis of the
Redman
&
Knights
To
Lewis
Iles of Shoules & for other good Causes & Considerations vs Hearvnto moveing haue granted Bargained sould and Confermed and by these p^rsents doe giue Grant bargaine Alljnatt Infoefee and Confjrme vnto the said Peter Lewis his Heyres & Assinges all our Right tittell and Intrust vppon Smuttie nose Iland att the Iles of Shoules as is heareafter mentjned Vēz on & fishing Stage and moreing place & flakes to drj fish vppon the which wase formerly the House Stage & ptanances of Mathew Gilles of Oyster Riuer the sd House stage moreing plac and flakes with all priuieledges & Appurtinaces thereof being sittuate vpon that Part of the Iles of Sholes Comonly Called Smuttinose Iland wee doe p these psents giue Grante Bargaine and sell vnto the sd Peter Levis to Haue And to Hould the sd house stage & Ap^rnases to him the sd Peter Lewis his Heyres & Assignes for euer without the Lett denjall or Interuption of vs the sd John Ridman Sen^r or Richard Knight our Herres Exequeto^{rs} or administra^{rs} or any other pson or psons laying any lawfull Claime therevnto by from or vnder vs or either of vs and for the Confirmation hereof wee y^e sd John Ridman Sen^r & Richard Knight haue herevnto sett o^r hands & Seales this 30 of Nouembr on Thousand six hundred & sixty Eight

Signed sealed & daliuered
in the p^rsents of vs
Hannah Dolton
Samuell Dolton Sen^r

John Ridman his (seal)
Richard Knights

Rmarke & seale (seal)

John Ridman Seno^r and Richard Knight Acknowledged
this Instrumēt to be thejr act and Deede this 30: 9 mo:
1668 Before me Samuell Dolton Comisso^r

This aboue written is A true Coppy Transcribed out of y^e
orriginnall this 16 of June 1669 & Compared



p Peter Weare Re Cor


This Indenture made the fforth day of June in the Twen-
tieth yeare of the Raigne of our So^ueraigne Lord Charles the
second by the grace of God of England Scotland ffraunce
and Ireland King defender of the faith &c Between John
Symonds of Kittery in the Province of Mayne planter of
thone pte and John More of Iles of shoules ffisherman of
thother pte Wittneseth that the said John Sy-
monds for and In Considera^çon of the sūme of
Nineteene pounds of Lawfull pay of New Eng-
land in hand before then sealing and d deliuey
of these p^rsents well and truly paid by the said John More
the rece^pt whereof the said John Symonds doth hereby
acknowledge and himselfe to be satisfied Contented & paid
and there of and of euery pte pcell and peny thereof Doth
acquitt Exonate and discharge the sd John More his Heirs
Executors and Administrat^{rs} and Any of them for euer by
these p^rsents Hath giuen giuen granted barganed and sould
Aliened Enffeo^fed and Confirmed and by these p^rsents doth
grant All that tract peece or pcell of Land scytuate lying &
being in Kittary afore sd in the sd Province at a place there
Called the great Coue abutting vpon the sea there w^h y^e
Tract of Land of Andrew Newcombe on the Est and of
Daniell Paull on the west sides there which sd Tract of land

Symonds
To
Moor

doth Conteyne by Estimation Twenty Acres be it more or lesse and was granted by Towne grant and laid out and marked p the Townes men of Kittery aforesd And alsoe all waies pathes passages Trees woods vnderwoods Comon Esements pflits Commodities Advantages Emolum^s hereditam^s and appurtiñces whatsoeuer to the sd tract peece or pcell of Land belonging or in any wise appartayning To haue and to hold the sd Tract peece or pcell of land and Euerj pt and pcell thereof vnto the sd John More his Heires and Assignes for eñ to & for the sole & only pper vse benefitt & behoofe of the sd John More his Heirs & assignes for eñ & to and for noe other vse intent or p^rpose whatsoeñ And the sd John Symonds for him his Heyers Exequetors Administr^{rs} & assignes & for all & Euerj of them doth Couen^{td} pmise & grant to & wth the sd John More his Heyres & Assignes & to & with Euerj of them by these p^rsents that by the sd John More his Heyrs & assignes & euerj of them shall & lawfully [58] May from tyme to tyme and at all Tymes for euer hereafter quietly and peaceably haue hold vse Occupy possesse & enioy to his & their owne pper vse and behoofe all & singular the sd p^rmisses wth their and euerj of their app^rtences before hereby giuen granted bargained and sold or hereby ment mençoned or intended to be hereby giuen granted bargained and sold freed acquitted & discharged or otherwise well & suffisiently saued and kept harmeles of and from all & all manar of former & other bargaines sales gifts Grants Leases Joynetures dowers & title of Dower of Wilthines now wife of the sd John Symonds and of and from all other title troubles Chergis & Incumbrancis whatsoeñ heretofore had made Committed suffered or dune by the sd John Symonds his heires Executo^{rs} Administrat^{rs} or Assignes or any or either of them or of or by any other pson or psons whatsoeñ lawfully clayming from by or vnder him them or any or either of them And the sd John Symonds the sd p^rmisses & euerj pt & pcell thereof wth the Apvrttenançs against him William his wife his heires Executors Administrat^{rs} &

assignes & against all & every other psons whatsoeſſhall
& will warant and foreſſ defend by theſe pſents the right &
title belonging to the pprietoſ of the pattent of y^r p^rmiſſes
only Exepected & fore prized In wittneſſ whereof the pties
aboue named to theſe pſent Indentures InterChangably
haue ſett theire hands & ſeales the day & yeare firſt aboue
written

The marke ſeale 
of John  Symonds

Sealed & daliuered & the words
(John Symonds the ſaid) was ſoe
Interlined at the tyme of then
ſealing & deluery hereof in the
pſents of: Abra: Corbett/
Henry  Buge ſigned

Poſſeſion giuen by John Symonds
vnto John More in the preſents
of William Pucke Gilbord
Moudge & William Sleling &
Stephen Robinson/

Portsmⁿ y^e 7th June 1669 John
Symonds acknowledged this
Instrument to bee his ffree act
& Deede & Welthin his wife
rendured vp all her right of
Dowry & thirds att y^e ſame
time: before me Elias Stilman
Comis^r

This being A true Coppy Tranſcribed out of the orriginall:
& Compared this 15 of June 1669 p Peter Weare Re Cor

This p^rnts teſtifie that whereas Cap^t James Pendleton of
Portsmouth in Paſcataquay Riuer Marchant by his Deed
vnder his hand and ſeale bearing date the Eleuenth day of
July laſt for y^e Conſideration therein mentined did Bargaine

and sell vnto vs John Winsland and Edward Bennet of Kittary in Pascataqvay Riuer fiftie Acres of Land scittuate in Spruce Creeke in the Towne shipp of Kittary afore sd being halfe the bredadth of One Hundred Acres of Land which

Winsland & Bennett To Moore	Cap ^t Brian Pendleton, and John ffaber bought of ffrancis Morgan and Sarah his wife as by the sd Deed due rela ^{co} nn being had more at larg appear-
--------------------------------------	---

eth Now know yea that wee John Winsland and Edward Bennet of the Iole of Shoales fisharmen for and In Consideration of One Hundered pounds in hand to vs paid by John More of Stare Island in the Ieles of Shales Jun^r before the ensealing here of the rece^{pt} whereof wee doe hereby acknowledg and doe for vs and either of our heirs Executors & Administrators for euer fullie acquit & discharg him the said John More his Heyres Executors Administrators & Assignes of Euery part and parcell there of Doe bargain sell alicane assigne & set ouer vnto him the sd Moore & to his Hayers Executors Administra^{rs} or assignes all our right title and Interest in & to the said fiftje Acres of land with A ffame of a House vppon the said Land scituate in Spruce Creeke afore said being halfe the bredth of One Acres of Land alonge by the Creek side and soe backwards the same breadth vtell the said fiftje Acres of land bee accomplished scituate and lyeing beetwene the land of M^r John Cutt and the land of M^r John ffabes togeather wth all the priuiledges and appurtinances there vnto belongIng or apurtaining To haue and to hould the sd fif fiftye Acres of land with the ffame of a house there vppon to him the sd John Moore his Heires Executo^{rs} Administrators or Assignes for euer and the said John Winsland and Edward Bennet for them selues & Either of them and Either of thayer Heyres Executors and Administrators and for euery of them doth couenant and promise to and with the said John Moore his Heires Executors Administrators and Assignes & every of them that at present and before thenseallinge hearof hee and they stand siezed and possesed of the land and ffame in a good estate of ffee

simpelle and further the said John Winsland & the sd Edward
 [59] Bennet for themselves and Either of them and for
 either of their Heyres Executors and Administrators and
 for every of them doth Covenant and promise to and with
 the said John Moore his Heyres Executors and Administrators
 or Assignes and every of them to defend the title thereof
 vnto him the said John Moore his Heyres Executors Admin-
 istrators or Assignes against all persons whatsoever (The
 Pattentees only excepted In witness whereof the said John
 Winsland and Edward Bennet haue hearevnto set thire hands
 and seales Dated in Portsmouth in Puscataqvay River this
 fifth day of November Anno Domjni On Thovsand six hun-
 dred sixty and eight and in the Twentjeth yeare of the
 Raigne of our Souerajgne Lord Charles the second King of
 England Scotland ffraunce and Ireland defender of the
 faith &c

John Winsland (seal)


Signed sealed and deliuered,

his marke 

in pñce of vs with the words

Edward Bennet (seal)

bee accomplished in the 13th line

his marke 

Interlined wth the words (with
 the frame of A house therevpon
 in the 15 line interlined/

James Pendleton/

Marry Stilman/

& Rich : Stilman/

Portsmo y^e 2^d of June 1669 Jn^o Winsland

& Edward Bennet acknowledged this Instrument

to be thejre free actt & deede before me

Elias Stilman Comis^r

This being A true Coppy transcribed out of the orriginall
 & Compared this 15 day of June 1669

p Peter Weare Re Cor

[62] Joseph Couch sonne of William Couch in the County of Cornwell by Indenture vnder his hand and seale wase bound the Twenty day of March 1662 in the fifteenth yeare of King Charles the Second his Raigne over England &c to John Bray late of Plimouth in the County of Devin shippwright and Johane his wife to serue him till his first & next Arrivell in any port or place in New England and after for and duaring the Term of Seavin yeares thence next Immediately following and fully to bee Cumpleated and Ended the Servant to serve him his Executors and Assignes in such Service and Imployment as hee or they shall there Employ him according to the Custome of that Cuntry the seruant to haue his passage paid for alsoe meate drinke Apparell Lodging with other nesceries conveniences during the Terme & that in Sicknes as well as in health and to bee taught the Trad of a Shippwright by the said John or Johane and the Sarvivor of them or Caused to bee Taught &c and to have Three Suits of Apparell booth woolen and lynnyn thorought in thend of the term one good Seuite for Sabbath dayes and the other Two for workin dayes and on good Suite of Tooles fitt for a Shippwrights vse One of a Sort according to Custom

Couch
bound
To Bray

Signed and sealed by the said Joseph and Johane in the p'sents of thabovesaid William Couch and Arthur Skinner :

I Edward Hooper Notary Publique in the Towne of Plymouth within the Kingdome of England by Lawfull Athority Constituted Admitted and sworne doe Certify that the aboue written is the effect of Joseph Couches Indenture of Apprentishipp which I find Entared word for word in the Regester or nott Booke of Mr Arthur Skinner late of Plimouth a Publique writer or scrivener decesed In which Booke hee kept an abstract of shuch wrightinges as hee made And I verry beleue that the same is a Reall treuth and that the Indenture was sealed as aforesd In Testimony whereof I the Notary hae hearvnto not onley subscribed my vsaull firme

butt sett my Seale of office the 15 day of March Anno Dom̃
1668

Edward Hooper

This beinge A true Coppy Transcribed (seal) notrj
out of y^r orriginall & Compared this 16th of June 1669
p Peter Weare Re Cor

[63] Whearas I Roger Spencer of Boston weare possessor & propriator of diuers Tracts of land wthin & about the Towne & bownds of Sacoe wth Lands weare granted vnto me parte of them p the Townes men of Sacoe with Prluiledges of Cutting timber on the lands belonging vnto the said Towne of Sacoe and other lands I bought of Indjans three miles broad on ech syd of Sacoe Riuer & three miles in Lenght on the said Riuer together wth the Tymber vpon the said Land aforesd ethar standing or fallen with all other pruilidges therevnto belonging & being and of on half parte of A Saw mile Situate vpon the South west syd of Sacoe River nere vnto the greate fales the other half Part of the aforesd Saw mill belonges vnto Mr Robert Jordan And whearas I djd sell vnto Thomas Savage Sen^r one quarter part of the abouesd Sawe mill with all her Appurtenances & pruilidges as p an Instrument bearing date the Twenty & ejght day of January on Thousand six hundred fftye and nine more fully appeareth Now know all men p these p^rsents that I Roger Spencer aforesaid for & In Considara-tion of On hundred & Twenty pounds to me alre dy paid & whereof I doe Acknowledg[~] my self to be satisfied, haue given
granted bargained & sould enfeofed & Confirmed
vnto Cap^t Thomas Savage of Boston the other
quarter part of y^e sd Sawe mill wth all the Trofes
wheels houses water & watter Corses & all other
apurtenances & pruilidges any wayes being or belonging
vnto the Afore said quarter part of the sd Saw mill last

Spencer
To
Savage

before mentined And alsoe all the Land aboue mentined
 which I bought & w^h was any wayes giuen vnto me p Indians
 or by the Towne or Townsmen of Sacoe w^h all my right of
 Cutting of wood or Tymber any wajes belonging vnto mee
 in or about the Towne of Sacoe or Sacoe Riuer To haue &
 to howld the said quarter pt of the said Saw mill w^h all her
 priuiledges & apurtinaces & also the Land on both syds of
 the sd Riuer Containing thre miles in Lenght on the Riuer
 & Thre miles brod on ech syd of sd Riuer w^h Containes six
 broad both sydes being considdered vnited vnto him the said
 Thomas Savage his hejres Executors & Assinges for euer
 vnto him & thejre proper Vse & behofe to be by them dis-
 posed of as they pleas w^h warantie of all the afor saide
 p^rmises against any titell Claine & Interest from any man by
 him and them paseably to be Injoyed for euer in Witness
 hear of I haue hearevnto set to my hand & seale this Twenty
 six day of May on thousand six hundred sixtie & nje

Signed sealed & daliuered & the Roger Spencer Seale O

word (that) wase here Interlined

before signed & Sealeing in the p^rsents

of vs W^m Davis

Benj^a : Davis

May the 28th 1669

Roger Spencer appeared before me vnder
 written & acknowledged this Instrument
 to be his act & deed : Hereby relinqvish-
 ing & resigned vp all his Interest in y^e
 p^rmises to Cap^t Tho : Savadge of Boston.

Before me John Pynchon Asist

This Beinge a true Coppy transcribed out of the orridgi-
 nall & Cumpared this 17th day of Jvne 1669

p Peter Weare ReCor

[64] This Indenture made the Three and Twentieth day
 of Octobar in the Eighteenth yeare of the Raigne of our
 soueerigne Lord Charles the second by the grace of god of

England Scotland France and Ireland King defender of the
 faith &c Betwene John Card of Kittary in the Prouince of
 Mayne Cooper of thone pte and Michaell Cowes of Coment-
 inhead in the County of devon fisherman of thother pte
 Whereas George Best of Lower Gabwell in the pish of
 Comentinehead in the sayd County of Devon by his deede
 of Assignment did assigne and sett ou vnto the said John
 Ceard all that Messuage or Tenem^t scytuat Lying and being
 in Lower Gabwell in the pish of Comentinhead
 aforesd in the sd County of Deven now in the
 Occupa^on of Mickhell Cowes thelder father of
 the said Mickhell Cowes w^h he the said George
 Best tooke a Lease of from M^r Avent & M^r Gilden for the
 Terme of fflower scor and nineteene yeares if George Best
 the younger John Best and one X the Daftē of the said
 George Best thelder or any or either of them should soe long
 happen to liue Now this Indenture witnesseth that the sd
 John Ceard for and in Consideratjō of the sūme of Thre
 score and Tenn pownds of Lawfull pay of New England in
 hand paid or secured to be paid by the sd Mickhell Cowes
 and diuers other good Causes and Considerations him the
 said John Ceard espiesally moueing Hath granted barganed
 & sold assigned & sett ou and by these p^sents doth Grant
 bargainē & sell assigne and sett ou vnto the sd Mickhell
 Cowes his Executors Administ^{rs} an assigns the sd Messuage
 or Tenem^t and all houses Ediffices and buildinge Barns Stables
 Outowes Gardens Orchards Closes or Incloseuars of medow
 pastewars or Errable land and all Tres woods and vnderwods
 Comōns p^{ff}its Easem^{ts} Commodities Aduantages Emolum^s her-
 editam^{ts} and app^rtences what soeū to the sd Messuage or
 Tenem^t or in any wise app^rteyning & also all the Right title
 vse intrist possession Clayme and demand whatsoeū of him
 the sd John Ceard of in and vnto the sd p^rmisses and of in &
 vnto eūy pte and pcell thereof w^h the sd John Ceard holdeth
 by force & vertue of the receited Indenture of Lease or
 othwise howsoeū. To haue and to hold all & singular the

Chard
 To
 Cowes


said Message or Tenem^t Howses Edifices & buildings Gardens Orchards Closes & Inclosures of Meadow pasture and errable Land & also all Trees woods & vnderwoods Comons Easments pffits & Aduantages Emolum^{ts} hereditam^{ts} and app^tences what soe^u and allsoe all the right title Clayme intrest vse Possession Clayme and demand whatsoe^u of him the said John Ceard his Executors Administra^{rs} or assigns from the day of the date hereof for and during all the rest residue and remainder of the terme of ffower score and Nineteene years in the said recited Indenture of Lease mentioned & wth are therein yet to Come and vnexpired if the said George Best the younger and John Best or either of them shall soe long liue yeilding paying doing & pforming all such rents Duties customes & Seruices as are Due and of right accustomed And the said John Ceard for him his Heyers Executors Administrators and assnd and for all & e^uy of them doth Couent pmise and grant to and wth the said Michaell Cowes his Executors Administrators & assigns & to & with e^uy of them by these p^rsents that he the sd Michaell Cowes his Executors Administrators and assigns and euery of them shall and Lawfully may from tyme to tyme and at all tymes hereafter paying the rents and pforming all & euery of the Couenat and agreem^{ts} in the said receited Indenture of Lease mençoed and reserued shall and lawfully may from tyme to tyme and at all tymes for e^u hearafter Lawfully peaceably and quietly haue hold vse occupy possesse and enioy the said Messuage or Tenem^t howses Edifices and buildings and all and singuler other the p^rmises with their and euery of their app^tences in the recited Indenture of Lease granted or mentioned to be granted & for the terme of yeares in the sd Indenture of Lease yett to come and vnexpired as aforesd wthout the Lawfull lett trouble euec^{con} Eiecc^{con} Molesta^{con} incombrance or demand what soe^u of him the sd John Ceard his Executors Administrators or assnd or any or either of them or of or by the said George Best thelder George Best the younger John Best or any other of

them or of or by any other pson or psones whatsoeſ Lawfully
clayming from by or vnder him them or any or either of them
In Wittnes whereof the pties aboue named to theſe p'sents
Indentures Interchaingably haue sett thejre hands and scales
and scales the day & yeare first aboue written


Sealed and deliued

The marke of John (Seal)

in the p'sents of

Ceard 

Abraham Corbett

Icabod  Rowling

his marke

Samuell  Rawling

[65] This deede before written wase Acknowledged to
bee the free Act & deede of John Ceard & Mary Ceard his
wife this 27th of June 1669 :

Before me Peter Weare Cumisino^r

This being A true Coppy taken out of the orridginall &
Compared this 27 day of June 1669

p Peter Weare Re Cor

To all people to whome this present deeds of sale shall
Come major William Philips of Winter Harbower in yorke
sheare other wise the Prouince of Majne in the Collonj of
the Massachusits in New England in Amarica sendeth greet-
jing in our Lord god Euerlasting Know yee that the sayd
William Phillips with the free & voluntary Consent of Brid-
get his wife for a valiable Considiration by the givejng vp
one bill due from me the su^m of ffty pounds fowre shillings
ten pence Euer sjncc the fowerth of March sixteene hvdred
fify & six as also for reasigneing of the remaj^r
of on bill for A debt of one hundred & seven
pounds sterljng due from John Hathorne which
was Assigned by mee the twelft day of March on
Thousand six hundred sixty six for a debt due from mee by

W. Phillips
To
Jn^o Leveret

Booke vpon the makejng vp of account the ejght day of
 December sixteene hndred fifty fne the just sum of fourty
 pounds seuentene shillings & twoe pence the hole being
 ninety one pounds twoe shillings besjdes the forbearance of
 the sd sum for more then Thirteene years Comes to one hun-
 dred pownds more soe that the hole Consideration is on hun-
 dred & Njnety pounds to him in hand before the sealejng &
 deliuey hereof well & truly payde by Major Genrall John
 Leverett of Boston in New England in y^e Cownty of soffolke
 in the aforesd Colloney of the Mesachusits in New England
 Mercht the receapt which valliabl Consideratⁿ the said Wil-
 liam Phillips doth acknowledg by these p^sents & therewith
 be flvly satisfjed & Contented & thereof doth acquit & dis-
 charge the said John Leveritt his heyres Executors
 Administrators & assignes & euery of them for euer by these
 p^sents Hath giuen granted bargajned sould alljenid Enffed
 And Confirmed & by these p^sents doth flully clearly &
 absolutely giue grante bargajne sell Alien enffeo^e & Con-
 firme to the sd John Levertt his heyres & Assinges for euer
 a tract or quantety of Land Contayning three square English
 myles lyeing & being aboue Sacoe faules in the County or
 Prouince aforesaid being vpon a straight lyne by the sd
 Riuer three English myles north westardley & to Rvn vp the
 mayne land so faer the full brēdth three English myels so as
 that it may be three English myels & is bytting on the saide
 Sacoe river Easterly & on the land & on the land of the sd
 William Phillips Northerly & by y^e land of of the sd Wil-
 liam Phillips westarly & is bownded by the land Richard
 Russells Southerly with all y^e Tymber trees woods vnder
 woods meadows waters wayes ffishing ffowleing hunting
 Comon of pastver rights libertyes profetts & hereditam^{ts}
 whatsoeū groweing arisejng being Comejng Issoveing in
 vpon or out of the premisses & euery pt & pcell thereof or
 to the same or any pt thereof belonging or any maner of
 wise apartajneing together with priuiledg of A Landing place
 below the ffawles vpon the sd Riuer where a vessell may

floate to loade & for the building of a warehouse & lajeing of
 Lvmber what the sd Leuerett his Heyers Administrat^r or
 assigns shall haue occation for & all the estate right title
 Interest vse property possession Clajme & demand whatsoeu^r
 of him the said William Phillips of or to the sayd barganid
 p^rmisses or any pt thereof and all deeds euidences & wright-
 ings whatsoeu^r Concerne the sayd barganed premisses only &
 Coppies of such deedes Evidences euidences & wrightjngs
 wth Concerne the same with other things To haue and to
 hovld the sayd Three myles square of land lyeing & being
 butting & bownded as aforesd together with the Landing place
 below the flawles with all the sjnguler the Emoloments &
 aportenances ther of & preueledges thereto in any wise
 belonging or appertajneing vnto the sd John Leuerett his
 Heyers & Assignes for eu^r And the sd William Phillips for
 himself his Heyers Executors Administrat^r doth Covenant &
 grant to & with the sayd John Leverett his heyers & assignes
 by these p^rsents in manner & form following That he the sd
 William Phillips at the tyme of the grant bargain & sale of
 the p^rmisses vnto the sayd John Leverett & vntill [66] The
 deliuey hereof vnto the sayd John Leuerett to the vse of
 him his heyers & assignes for eu^r was the true & Lawfull
 owner & propreyeto^r of the aboue bargajned p^rmisses & that
 he hath in himself full power & Lawfull authority the prem-
 ises to grant bargain sell & Confirme as aforesaide and that
 y^e sayd John Leuerett his Heyres & Assignes shall and may
 hence forth for eu^r Lawfully peaceably & quyetyly haue hold
 vse posses enjoy & dusepose of the sayd barganed p^rmisses
 with the apurtynances thereof free & Cleare & Clearely
 exon^rated acquitted & discharged or otherwise at all tymes
 by the sayde William Phillips his heyres Executors &
 Adminjstrat^rs sufficiently sau^d defended & kept Harmeless
 vnto the sayd John Leuerett his Hayres & Assignes of and
 from all manner of former & other gifts grants bargains

sayles leases assignm^{ts} mortgages wills entayles Judgments Executions florfeutors seicuers Joynters power & Thirds of Bridget his now wife to be Claimed or Challenged of in or to the same or any pt thereof & of & from all other title Charges acts & Incumbrances w^{ts}oeu had made done comited or suffered to be made committed or don p y^e sd William Phillips his heyers Exec^{rs} administ^{rs} or any other pson & psons whatsoever lawfully Clajm^{ing} or p^rtending to haue any estate right title Intrest claime or demand w^{ts}oeuer of in or to y^e same or any pt there of; from by or vnder him them or either of them And that the sayd William Phillips his Heyres Executors & Administrat^{rs} the sayde bargained

<p>W^m Phillips To J^{no} Leverett</p>	<p>p^rmisses vnto the sd John Leverett his Heyres & assignes against them selues respectiuely & all & euery person & persons whatsoever Clajme- ing or to Clajme any estate right title interest vse property Claime or damand what soeuer of in or to the same or any pt therof from by or vnder him them or any or eyther of them shall & will warrant & euer defend by these p^rsents & that the sayd W^m Phillips his Heyres Executors Administrat^{rs} vpon resonable & Lawfull demand shall & will performe & doe & Cawse to be performed & done any such fforther act & thing whatsoever whether by way of acknowlegment of this present deed or release of dower in respect of hir the sd Bridgett or in any other Kinde that shall or may be for the more full Cupleating Confermeing & sver makeing of the sd bargained p^rmisses vnto the sayd John Leuerett his Heyres & Assignes for eu according to the true intent horeof & according to the Lawes of the Cowntry or Prouince or Jvrisdiction wherin the saide bargained p^rmisses lyeth in Wittnesse whereof the sayd William Phillips hath here vnto set his hand & seale the seuenth day of May in the yeare of our Lord God on Thousand six hundred sixty nine & in the one & Twentieth yeare of the Raigne [67] of our Soueraigne</p>
--	---


BOOK II, FOL. 67.

truelly content satisfy or cause to bee payd vnto the aboue
Named Ann Godfrey or to her lawfull Atturney, executors
administrators or assigns the full & Just some of Twenty
pounds In good Merchandle pay of of the Country vidz^t: In
Corne Cattle & pipe staues yearly & every yeare for & dure-
ing the Naturall life of the sd Ann, at two tearmes in the
yeare most vsuall that is to say/ at the feast of the transmu-
tation of the blessed Virgine Mary, & Sayt Michaell the
archangell by even & æquall pportions, this obligation to bee
voyd & of none æffect/ otherwise to stand & to bee of full
force & vertue/

Sealed & delivered In y^e Prsence of, Nic : Shapleigh

Abra : Corbett/

his seale (^{his}_{seale})

The Marke of Aylce  Corbett A true Coppy of this obligation aboue written transcribed out of the originall & y^r with Compared this 10th day of July 1669: p Peter Weare

Re Cor

Was thejr is a small Tract of salt Marsh a poynt of Marsh adioyneing to a poynt of vpland lijng vpon the other side of the River directly opposite over aganst Hen : Say-words Saw Mills, wch Preell of Marsh is now belonging two

& In the possession of Edw : Rishworth, although

Sayword by leaue of him It hath been made vse of by
To Hene : Sayword severall tymes for repayreing of
Rishworth his Daïne/ And the aforesd Hene : Sayword

haueing likewise a small Prell of Marsh liyng next aboue
y^t place w^r sometymys the ould Mill stoode which was erected
by Hugh Gayl & Witt Ellingham next adioyning to a Prell
of Marsh liyng below It, & of the Westernmost side of Itt,
belonging & diverse years being In y^e possession of Edw :
Rishworth/

These Presents do Therefore witness, that for conveniency sake to both Prties, & for other good considerations

BOOK II, FOL. 67.

Lord Charles the second by the grace of God of Engld
Scotland France & Ireland King defendo^r of the faith &c.

This deede was acknowledged William Phillips (Seal)

by Majer William Phillips

May the 7th 1669 before

Edward Tyng asist/

Sygned

Sealed and deliuered in the

p^rsents of vs the words or eyther

betwene the 7th & 6th lyne or act

betwene the 5th & 6th & six hundred

betwene the 2^d & thjrd lyne frõ

the bottom Interlyned before sealejng

William Paddy/

Nathaniell Hubbert.

This being A true Coppy Transcribed from the orridginall
& therwith Cumpared the 31 of May 1669

p Peter Weare Re Cor —

Know all men by these Prsents that I Nicholas Shapleigh
of Kittery in the province of Mayn M^echant am
held & firmly bound vnto Ann Godfrey of Yorke
In the province of Mayn Widdow, In the full &
Just some of Two hundred pounds of lawfull pay
of New England due to bee payd to the sd Ann Godfrey or
to her lawfull attorney executors administrators or assigns to
which payment well & truely to bee made, I bind my heyres
executors & administrators and euery of them firmly by
these Presents, sealed with my seale, dated the foureteenth
day of Septembr In the Nineteenth yeare of the Reign of o^r
Soveraign Ld Charles the second by the grace of god over
England &c : Anno Doñi : 1667 :

The condition of this obligation is such y^t If the aboue
bound Nicholas Shapleigh his heyrs executors administra-
tors or assigns, or some or any of them do & shall well &

Shapleigh
Bond To
Ann Godfrey

there vnto moueing, Wee the sd Edw : Rishworth & Hene :
 Sayword by mutuall Consent do agree to giue grant pass
 ouer & confirme, & do by these Presents give grant pass
 ouer & confirme our soole rightts titles & Interests vnto the
 sd Tracts of Marsh aboue mentioned each to other, & do
 hereby make a full & absolute exchange of the sd Preells of
 marsh the one for y^e other In w^h bargan or exchange Wee
 do both rest our selues fully contented and satisfyd/ & do
 further Ingage with in one weekes tyme from the Date here
 of to deliver quiett & peaceable possession of the sd Tract
 of Marsh each to other/ In witness W^rof Wee haue Inter-
 changeably sett our hands & seals the 7th day of July 1669 :
 Signed sealed & delivered Hene : Sayword (^{his}_{scale})

In y^e Presence of us/

John Wincoll/ Andrew Searle/

Seazin & possession given by Hene :
 Sayword of this Tract of Marsh w^h
 hee sould vnto Edw : Rishworth by
 grass & Turffe this 10th day of July
 1669 :

In the Presence of Roger Playstead/ The marke of Thomas
 Bragdon *FB*

A true Coppy of the exchange or bargan of Marsh aboue
 written transcribed out of the originall & y^rwith compared
 this 10th of July 1669/





p Pet : Weare Re Cor

To all Christean people to whome this Present Writeing
 shall come &c : Know yee that I Jeremiah Sheeres now of
 Cape Nottocke In the Province of Mayn In New
 England, with the free & full Consent of my now
 wife Susanna Sheeres, for & In Consideration of
 a Certen some of money to mee In hand payd
 before the Insealeing & delivery hereof, to our full content

Sheers
 To
 Fryer

& satisfaction, as alsoe for diverse other good Causes & considerations mee therevnto espetially moueing, haue given granted bargained & sould, & do by these Presents give grant sell & Confirme, vnto Nathaⁿ fryer his heyres executors administrators & assignes for ever, all y^t Tract of Land [68] belonging to mee, & scituate & lijng In the River of Piscataquak on the Nother side thereof, being in the Town of Kittery formerly soe Called, & alsoe being in part a Necke of Land, w^h sd Land was granted & given vnto mee by the Town of Kittery for many years since, & extendeth to y^e quantity of one hundred acers as appears by the sd Town grant, & is bounded by the water side Twenty foure Rodd between the Lands of Robert Mendum on the Wester side & William Palmer on the Nother side, soe bounded out by them to y^e head of the Cricke, & from thence to spread more larger into the woods altogether till one hundred Acers bee compleat, togeather & ended, w^h sayd Lands was formerly bounded & marked out by the Towns men, & distinguished by marked trees, all w^h sd lands with all the Tymber or tymber trees, woods or vnd^rwoods, house or houseing there on bujlt, with all the Right Titles claym & Interest I haue may might or out to haue to all or any part or Prcell thereof, togeather with all the benefitts p^fetts & priuiledges w^tsoever y^rvnto belonging, either by land or water with in the sd bounds, I do hereby Clearely & absolutely confirme & ratify as valid vnto the aforesd Nathaⁿ fryer his heyres executors administrators & assigns, to haue & to hould the same from mee my heyres executors administrators & assigns or from any Prson or Prsons of from by or vnder vs, or any of us according to the true Intent & meanig abouesd/ that is to say for euer/ & with out any Clayme or Title to the same/ & alsoe to deliver vp vnto the sd Nathⁿ Fryer all writeings or deeds of w^t nature soever that may any way concerne the sd Lands whither by Morgage or otherwise, to bee deliued to y^e sd Fryer his heyrs or assignes at all reasonable demands/ In witness w^rof I haue here vnto sett my hand & seale this

fourteent^h day of Novemb^r 1664/ one thousand six hundred
sixty & foure/

Sealed signed & deliverd & Jeremiah Sheeres by his
possession & seizin given to
Richd Tucker for y^e vse of marke  (his
Natha^l fryer In Presence of/ Susanna Sheeres by her
John Carde by his Marke 
J : Carde Junio^r by his marke  Marke  (her
Richd Tucker/

This Deed was acknowledged to bee the Act & Deede of
Jere : Sheeres & Susanna his wife this 15 of Novemb^r 1664 :
before mee : ffran : Champnown Jus pe :

Jere : Sheers & Susanna his wife did acknowledg y^s In-
strum^t to bee y^r act & deede this 7 : of July 1669 : before
mee Charles ffrost Co^missio^r/

A true Coppy of y^s deede aboue written transcribed out
of the originall & y^r with compared this tenth d : of July :
1669 p Peter Weare Re Cor

To all Christean people to whom this Present writeing shall
come &c : Know yee that I Natha^l Fryer of Portsmouth In
Pischataquake River M^cha^t with the free & full consent of
Christian my wife, for & in consideration of the full some of
eighty pounds Current pay of New England to mee In hand
payd, before the then sealeing & delivery here of by Chris-
topher Addames of the same place Marriner, w^rwith wee
rest fully satisfyd & content as alsoe for other good causes
& considerations vs there vnto moueing, haue given granted
barganed sould alienated & confirmed, vnto the sd Christo-
pher Addames & by these Prsents doe give grant bargain
sell aliene & Confirme assigne & sett over vnto the sd
Addams his Heyres executors administrators & assignes for
ever all that Tract of Land lately in the Teñio^r & occupation
of Jerem : Sheeres, lijng & being with in The Town shipp of


Kittery, on y^e Noth side of Pishataquak River, contayning in quantity one hundred Acers, bee It more or lesse, as may appeare vpon the ReCords of the Town of Kittery aforesd, & granted by the sd Town to the sd Sheeres severall yeares since, & is bounded by the River side Twenty foure Rodd between the sd Lands of Robert Mendum on the Wester side & Willia^t Palmer on the Nother side soe bounded out by them to the head of the Cricke, & from thence to spread more larger into the woods altogeather till one hundred acers bee compleated together & ended, w^{ch} sd

Fryer
To
Addams

land was formerly bounded & marked out by the Townes men & distinguished by marked trees/
All w^{ch} sd land with all the Tymber & Tymber

Trees, woods & vnd^rwoods Cricks Coues house or houseing there on bujlt, with all the Right titles Clayme & Interest I haue or out to haue to all & every part there of togeather with all the benefitts profetts priuiledges & appurtenances there vnto any way belonging or app^tayneing, all w^{ch} barganed Premisses to bee to the onely vse & behoofe of the sd Christopher Addams him his heyres executors administrators or assignes, for ever, with out any lett molestation or disturbance w^{ts}oever: And I y^e sd Natha^l Fryer & Christean my wife do hereby promiss to defend the Title of the before barganed Premisses, & will saue & keepe harmeless the sd Addams his heyres executors Adminstrators or assignes, from y^e abouesd Jeremiah Sheeres or from any from by or vnder him, or from by or vnder vs the sd Natha^l Fryer & Christean my wife Laijng Clayme vnto the same: And further that I the sd Fryer will deliver or Cause to bee delivered vnto y^e sd Addams all writeings concerneing the Premisses fayrely written y^t I haue in my hand, vnto the true Prformance of the before barganed Premsses I the sd Nathaniell Fryer & Christean my wife bind our selues or heyres executors & Administrators vnto the sd Christopher Addams his heyeres executors Administrators & assignes firmly by these Presents/ In witness w^rof haue sett here vnto our hands & seales

the first day of March one Thousand six hundred sixty & eight/ 1668 :

Signed, sealed, & Delivered/	Nathaniell Fryer ^(his seal)
In y ^e Presence of us/	the signe of Chris-
Elyas Styleman Senjo ^r /	 ^(her seale)
John Harvie/	tean Fryer

This Land & priviledges y^rvnto belonging
was delivered vnto Christopher Addams
In the Presence of us this 8 : June :
1667 :

The Marke of Robert Mendum *RM*
John Dyament/

Portsmouth the 24th of March 1668 : Mr Nathaniell Fryer
& Christean his wife acknowledged this Instrument to bee
thejr free Act & Deede, at w^h tyme the sd Christean ren-
dered vp her thirds & rightt of Dowry before mee/

Elyas Styleman Commissio^r



A true Coppy of this Deede aboue written with the
acknowledgment y^rof transcribed out of the originall &
y^rwith compared this 11th day of July 1669 : as Attests

Peter Weare Re Cor

[69] This Instrument witeneth that I Mickell Madeuer
of Papuding in ffalmoth planter for and in Considation
that my sonn Joell Madiuer of Spurwink hath surrendared
all his right Title and Interest I made ouer vnto him of A
plantation in the sayd Riuer which I haue sold vnto Waltur
Gendall I doe p these make ouer vnto my sayd sonn Joell
after my decease all my right Title Intrust & purchus of A
Plantation I bought of Walter Gendull at Papuding in
Cascoe Bay in ffalmoth and dooe dacleare in
These in Considation of the premises my sayd
sonn Joell Madiuer to be my Heyer to the
p^rmisses agajnst all psons whatsoever To wittnes

Madiver
To his
Son

the treuth hereof I dooe heire vnto sett my hand & seale 14
Jully 1669

The marke  of  ^{seale}

Wittneses

Miçaell Madiuer

Henry Joecelyn

Thomas  Hamett

Micall Madiuer this 19 of July 1669 acknowledged this
aboue written to be his Act and deede vnto his sonn Joell
Madjuer Before me ffrancis Neale Assoceate

This being A True Coppy taken out of the orjignall &
Compared p Peter Weare Re Cor July the 23th 1669

To all people to whom this present writing shall com I Wals-
ingham Chelson of Winter harbowr in the County of yorke
in New Enaland doe send greeting :

Know yee that I the said Walsingham Chelson as well for
and in Consideratjon of the naturall affectjon & Patarnal loue
which I haue & beare vnto my deare loving & dutifull sonn
William Chelson : As alsoe for djuers other good Causes &
Considaratjons me at this present espetiallj moving haue
gjven & granted & by these presents do giue grãnt & con-

firme vnto the sd William Chelson my dwelling

Chelson house that I at this present inhabite in wth all out
To houses lands vpland marsh wth all & singular my
his Son goods Chattells houshold stuffe & all my sub-

stance whatsoever moveable & immoveable quick & & dead
of what kind nature qualljtie or conditjon soeuer the same
be shall or may be found as well in mjne now Custedy hands
or possession as in the possession hands power & Custedie of
any other pson or psons whatouer To have & to hold all &
singuler the sd premisses vnto the sd William Chelson his
Heires Executors Administrators & Assigns to his & Their
propar vses & behoofs foreuer freely & quietly wth out any

matter of Challenge claim or demand of mee the sd Walsingham or any other pson or psons whatsoever for me in my name by my cause means or pcurment & wth out any money or other thing therefore to be yalded pd or done vnto mee the sd Walsingham Chilson my Executors Administr^{rs} & assignes & I y^e sd Walsingham Chelson the aforesd p^rmisses to the sd William his Heirs Executors Administrators & Assignes to the use afore sd Against all people people doe warrant & foreuer defend by these presents/ And farther know y^e that I the sd Walsingham haue put the sd William in peaceable & quiet possession of all & singuler the aforesd Premises By twig & turfe in wittnes whereof I haue set to my hand & seale this Nineteenth day of June in the Twenty first yeare of the rajgne of our Souereigne & dread Lord Charles the second king And in the yeare of our Lord God On thousand six hundred sixty nine :

Signed sealed & delivered

in the presence of

John Daues

Arther Wormstall

Walsingham Chelson

his mark 

A (seal) seale.

This Instrum^t was acknowledged by Walsingham Chelson to be his act & deed the day & yeare aboue written Beefore mee Brian Pendleton Associate

This being A True Coppy taken out of the originall & Compared this 30 of August 1669 p Peter Weare Re Cor

An Inventory of the houseing, Lands broaken, Saw Mill & Accomodation of Tymber, Irons & Vtensills of the Mill, Smyths shopp & husbandrie, as It was apprized by us whose names are vnderwritten, at the request of Mr Edw : Rishworth, scituate on Assabumbeducke River at Newgewanacke, In the Town of Kittery In the County of Yorke In New England/

BOOK II, FOL. 69, 70.

Inp ^s	A broaken dwelling house ready to fall, & a barne much	ld	s	d
1:	out of repayre, Two oarchards with out fence with a Tract of Lands lijng on both sides the River esteemed at foure hundred Acers more or less as granted by the Town :.....	200	0	0
2:	Meddow at Tottanocke & at bonabisse pond, & Whittes & Parkers Marsh..	052	0	0
3:	The broaken Mill with the Irons & Vtensills, the Falls & Tymber grant....	200	0	0
4:	The Smyths shopp with bellows Anvell, beekorne vice Sledg Hammer & some ould Irons.....	010	0	0
5:	foure halfe hundred wieghtts, An Iron beame, an ould Copper & an ould Kettle, & two ould Iron potts	0 1	0	0
		493	00	0

Apprized this secund day of August 1669 : John Wincoll/

Charles Frost/

This Act of apprizall aboue written made p Cap^t Rog^r Playstead John Wincoll & William Spencer, is by them acknowledged, & vpon thejr oaths owned to bee y^r act & deede according to the best of y^r Judgmts/ Taken before mee this 10 : of August 1669 :

I Roger Playstead do own the sd Apprizall as I Roger Playstead Assotiate/ stand vpon my oath a publique officer of this County of yorke, to bee my Act & deed this 10 : day of August 1669 : Rog^r Playstead Assotiate/

I Charles Frost do own the sd apprizall as I stand vpon my oath a publique officer of this County of Yorke to bee my act & deed this 17 : of August : 69 : Charles Frost Com̃issio^r/

A true Coppy of this apprizall aboue written with y^e Attests given y^r vnto, transcribed out of y^e Originall & thejr with compared this 31 : of August 1669 : p Peter Weare :
Re : Cor

[70] This present testifieth that I Jerimy Shears vpon good Consideration hath giuen to my Wife Susannah Shers the folle Cowlt that my mare hath now being A mare Cowlt for the sd proper vse benifit & behofe to dooe & dispose thereof as shee shall see meet & not to Contridict thereof & soe to Contynnew The whole Terme of my lif & not anny way to dispose Thereof

Sheers
To
his Wife

Wittnes my hand hearevnto & what may be further
 dvmn in the secuarjng Therof I shall Confirme the same
 May the 7th 1669 Jerimy Shears his marke

Wittnes Peter Weare

This being a True Coppy taken out of the originall &
 Compared this 30 of August 1669 p Peter Weare Re Cor

This Indenture made the Twentjath day of Aprill in
 the Ninetenth yeare of the rajgne of our most gracious
 Soueraigne Ld Charles by the grace of god of England
 Scotland ffraunce & Ireland King dafender of the faith &
 Betwene Thomas Withers Inhabjtant in the Towne of Kittary
 in the Prouince of Majne in New England of the one part &
 John Ball of the same place of the other part Witneseth that
 the said Thomas Withers for and in Considaratjon of the
 some of Njne pounds and seven shillings of lawfull pay of
 New England by mee in hand Receued before the signing
 sealeing and daliuery hereof, of John Ball haue
 for good diuers Causes mee thearevnto Espitially
 moveing Beargained sould and Enffooed and by
 these presence doe Bargaine sell Enfooffe and
 Confirme vnto the afore mentjned John Ball his hejrs Exec-
 utors Administrators and assignes for euer The quantety of
 Twelue acres of vpland lying and bejng in spruce Creeke
 wthin spruce Cricke in the Towne of Kittary aforesd att a
 place Commonly Called and knowne by the name of Eagle
 point beeing butted and bounded on the East side with a
 parsell of mash Joyneing to the mayne Creeke Called Agle
 point and on the North side with a Creeke that goes in west
 and from that Creeke Twenty fower Read East South East
 and Eighty Rood West South West y^e whole Twelue acres
 To haue and to hold all the sd premises to him the sd John

Withers
 To
 Ball

Ball & his heires Executors Administrators and assignes for euer from mee the sd Thomas Withers my hejrs Executors and Administrators foreuer And furthermore I the aboue sajd Thomas Withers dooe Ratyefie and Confirme all the aboue sd premises vnto the aboue sd John Ball his hejres and assignes for euer of and from all maner of pson or psons whatsoeuer that may pretend any title or Claime too or Interrest in any of the premises by vertue of any deede of sale or gift or otherwise from him y^e sd Withers or any other in his behalfe vnto the sd John Ball or any others in his behalfe paying vnto the sd Thomas Withers his hajres Executors Administrators and assignes for euer three dayes worke annually as an acknowledgmet if itt being legally demanded in Witnes whereof I haue here vnto set my hand and seale dated in Kittary aforesd the day and yeare first aboue written : 1667.

Signed sealed and daliuered

Thomas Withers

in the presence of vs :

(his
seal)

Wetnes William Palmar

John Meredeth/

Kittery the 2th Mach 1668 Mr Thomas Withers acknowledged this Instrvment to be his free acct & deed before me Elias Stileman Co^mis^r

The three dayes worke that John Ball wase to pay yearely to Thomas Withers menfoned on the other side was Exepte^d against by sd John Ball and allowed of By sd Withers & from hence forth stands voyd and of none Efect Witnes my hand the 26 of Aprill 1667

Thomas Withers

& Witnes : William Palmer

John Meredeth

This being A True Coppy taken out of the orriginal & Compared this 2 day of September 1669 : p Peter Weare

Re Cor/

[71] This Indenture made the Tenth day of Aprill in the one and twenteheth yeare of the Raigne of our Soueraigne Lord Charles the second by the grace of god of England Scotland ffiance and Ireland King defender of the faith &c Betweene Henry Greeneland of Kittary in the County of yorke Chirurgeon of thone pte and William Broad of the Iles of shoules ffjsharman of thother pte Witnesseth that the said Henry Greeneland for and in Considaratjon of the sune of One hundred pounds of lawfull pay of New England in hand before then sealing and daliuery of these p^rsents well and truly paid or secured to be paid the rece^pt whereof the said Henry Greeneland doth hereby acknowledge and him selfe to be fully sattisfied and paid and thereof and of euery pte pcell and penny thereof doth acquit Exonate and discharge the said William Broad his heires Executors and as^t and euery of them for e^u by these p^rsents Hath Granted bargained and sold aljened Enffeefed Conueyed Released assured deliuered and confjrm^d and by these p^rsents doth Grant Bargaine & sell aliene Enfeoffe Conuey realese assure deliuer and

Greenland To Broad Confjrm^e vnto the said William Broad his hejres and assignes All that tract or pcell of vpland and marsh scytuate lying and being in Kittary afore said conteyng by Estimati^on One hundred acres some tyme heretofore p^rchased of one George Palmer and also howses Edifices and buildinges vpon the said tract of Land standing and being togeather wth all wayes pathes passages Trees woods and vnder wods Co^mons Easem^{ts} p^rffitts Commodities Advantages Emmolom^{ts} hereditam^{ts} and app^rtences what so euer to the said Tract of land and howses belonging or in any wise apperteyning w^{ch} said Tract of land lyeth betweene land of Maior Nicholas Shaplejgh on the North west and of Abraham Corbett on the South Est sides thereof and also all the Right title Clayme vse possession Reuer^con Remainder and demand whatsoe^u of him the said Henry Greeneland of in and vnto the said premisses and of in and vnto e^uy or any pte or pcell thereof And True Coppies of all

other deeds & wrightinges which shall or may Concerne the said premisses or any pte or pcell thereof the said deeds and true Coppies are to be written out At the pper cost and Chearges of the said William Broad To haue and to hold the said Tract of land housses Ediffices and bujldinges and all and singuler the before Granted and bargajned p'misses and eu'ry pte and pcell thereof with their and euery of their appurtinances and the Reliſon and Reuersons remajnder and Remajndars thereof vnto the said William Broad his heires and assinges for euer To the sole and only pper vse and behoofe of the said Willjam Broad his hejres and assinges for eũ And to and for noe other vse intent or po'pose whatsoeũ The said Henry Greenland for him his heires Executors Administrators and Assignes and for all and eũ of them doth hereby Couent' pmise and grant to and with the said Willjam Broad his Heires Executors Administrators and assignes and to & with eue' of them by these p'sents that he the said Willjam Brood his heires & assignes and eũy of them shall and lawfully may from tyme to tyme and at all tymes heareafter lawfully peaceably and quiatly haue hold vse occupy possesse and enjoy to his & thejre owne pper vse and behoofe all and singuler the before hereby Granted and bargajned p'mises and eũy pte and pcell thereof wth thap'tences ffreed acquitted & discharged or otherwise well and suffjsiently saued and kept harmles of and from all and all manar of former and other bargajnes sailes gifts Grants Leeses Joyntuars dowers and title of dower of Mary now wife of the said Henry Greenland Jugments Executjons titles Trobels Chearges and Incombransies what soe euer hereto fore had made Committed suffered or don or to be had made Committed suffered or don by the said Henry Greenland his heires Executors Administrators or assignes any of them or of or by any other pson or psons lawfully Clayming from by or vnder him them or any or either of them In wittnes whereof the pties first aboue named to this

present Indenture, Interchangably haue sett theire hands
and seals the day and yeare furst aboue written

Henry Greenland

Sealed and deliuered & quiatt possession and (Seal)
sezin of the lands wthin granted wase giuen and deliuered by
the aboue named Henry Greenland at the dwelling howes
vnto the said William Broad vpon the day of the date aboue
written in name of Possesion & sezin of all lands Tenniments
and hereditam^{ts} in the deed aboue written Conteyned To
haue & to hold vnto the said William Broad his heires and
assignes for eũ according to the teno^r and true meaning of
the deede aboue written

In the p^rsence of/

Abraham Corbett/

Joseph Pomery/

Onesipheris Harvey

William Broads Assignem^t to

Dygory Jefferys, Entered

pa: 118:

This Deed aboue written is a True Coppy transcribed out
of the orriginall & Compared this 27th day of Octobar 1669

p Peter Weare re cor

[72] This Indenture made this Tenth day of Aprill in the
eighteenth yeare of the Raigne of our Soueraigne lord Charels
the second by the grace of god King of England Scotland
ffrance & Ireland defendar of the faith &c Betwene William
Sealy of the Iles of showles of the one party & William Harris
of the said Iles of shoules of the other party Witneseth that
the said William Sealy ffor diuers & sundry Consideratjons
him here vnto mouing as alsoe for and in the Consideratjon
of the som of Thirteene pounds & Tenn shilinges in hand
payd before the sealinge & daliuery of theis p^rsents the
which the said William Sealy doth acknowledg
the receit thereof and Euery part thereof from
the aforesaid William Harris or his assignes hath
bargajned sould & set ouer & by these present

Sealy
To
Harris

hath bargained sould and sett ouer all that Tennement of dwelling howese wth Twelue foote of ground on the North-erely End thereof scittuate lying & being on an Iland of the Iles of sholes Commonly cauled by the name of Smuttinose Iland which howes & ground is now in the tennure or occupatjon of the afore said William Harris his assigne or assignes to haue and to hold the said houes and ground before named to the said William Harris & heires or assignes for ever And the said William Sealy doth promise for himself his heires Executors Administrators and assignes that the said William Harris his heires Executors Administrators & assignes shall peacabelly & quiatly Inioy the aforesaid demised premises and to dafend the said William Harris his heaires and Assignes of and from all men that shall lay any Clajme Right or title in the afore said premises demised from by or vnder the said William Sealy his heires Executors Administrat^{rs} or assignes for the true performance heareof the parties aboue said theiare hands & seales to this presents interchangably haue sett the day and yeare furst aboue written Anno Dommjnj : 1666

Sealed signed and daliuered

William Sealy

in the p^rsents of

(Seal)

Arthur Clapham

ffrancis Morgan

I Arthur Clapham doe acknowledge that I weare present at the seallinge and deliuary of this present writtinge & lickwise ffrancis Morgaine and writ it my selefe this 25th day of June 1669 : Before ffrancis Raines Associate

p mee Arthur Clapham

William Sealy acknowledged this within written Instrument to be his act and deede the 7th day of Julij 1669 : before mee Charles ffrost Comisino^r

This deede aboue written trully Transcribed out of the originall & Compared this 27 of Octobr 1669

p Peter Weare re Cor

[73] Bee it knowne vnto all men by these presents that I John Littelfield of Wells (within the County of yorke) wth the consent of my wife doe acknowledg my self to haue bargained & sold vnto Samuell Austin of the same Towne & County and to his heires Executors Administrators & Assignes for euer all my hovssen vpland & marsh at my home lot that I the said Littelfield bought of Thomas Warri-
ner deceased with all the Addision that the Towne hath gjuen mee at the vpper end of the said lott with a hundred
acres of vpland & Tenn acres of marsh that the
Towne geauce mee vp aboue the greate plajne &
in Considaratjon hereof I the said John Littelfeld
is to haue of the said Samuell Austin for all these
p^rmisses aboue spatified to the vallue of on hundred & Twenty pounds starling to be paid as it is spacificjed in a bill that the said Samuell Austin giues to the said Joⁿ Littelfeld the home lott being in breadth about three score polles being bound with ould John Bariet on the north Est & Mr Joseph Bolles on the south west & soe to run to Webhanat Riuer & vp into the Cōntry as high as other men of each side, the bounds of y^t hundrd acres of vpland with the Tenn acres of marsh y^t lies aboue the great Plaine is which vpland lyes vpon the north est side of Mr Her : Simonds vpland being sixtene poles in breadth the which breadth butteth vpon the south est & soe to run vp north west to the full Extent of the said Hundreth/ & the Tenn acres of marsh lieth north vnto Mr Har Sjmonds his marsh on the north west & be west thereof viz tenn acres Also there is fower acres of marsh at the sea Wall that belongeth to the home lot to acres of it lies at the north Est end of an Iland Commonly Called Waidels Iland which is now in y^e hands of Edmon Littelfild wth Jos Bolles on the north Est side & the other to acres next the harbowers mouth by the sea walle wth Mr Nickhollas Dauison on the South west & Jo Bolles of the north west all these premises aboue mentjned I John Littelfild with Patience my wife consent hath sold for a valliable som aboue mentjned vnto the

Jn^o
 Littlefield
 To
 Austin


said Samuell Austin & I am to deliuer him quiate & peacable Possesion of all these premises aboue spatified at or before the last of march next Coming after y^e date heareof to him his heires & assignes for euer Alsoe I John Littelfeld doe bind my self my heires & assignes to Samuell Austin that he & his heires shall Inioy all the said premises aboue mentioned peacably & quiatly wthout any Troble from all my heires Executors or assignes for euer In wittnes of the Treuth & Confermatjon heareof I haue hearunto set to my hand & also my wifes hand on the 23th of Octobar in the yeare of our lord j66j

John Littelfeld (Seal)

Patjence Littelfild  marke (Seal)

Sealed signed & daliued in the p^rsents

of vs Jos Bolles

John Reede  his marke

This deede of sale wase acknowledged before us the 23th of the 8 m 166j

Edmond Litelfeld

Ezekell Knights Comiston^{rs}

This deede on the other side with the Confirmatjon aboue is Truly transcribed out of the originall & ther with Compared this 28th of Octobar 1669 : p Peter Weare re cor

Bee it knowne vnto all men by these p^rsents that I Arthur Brackdon of yorke in the Cownty of yorke shere Planter for & in Considaratjon of the som of Nine pounds Lawfully payd Cvrrant in New England paid vnto mee by the hands of Andrew Rainking of the same place planter the receite whereof I the said Arthur Brackdon hereby acknowledg & thereof and of euery pte & pcell thereof doe for euer acquit the said Andrew Raineiking, Haue & by these presents doe

acknowledg to haue sold vnto the said Andrew Raine kinge a certayne Tract of land Lying in yorke betwene the lott and land of the said Arther Brackdon, and a lott of land granted

Bragdon
To
Rainking

vnto the said Andrew Raining by the Towne of yorke
 which said Tract of land is to begynn at the riuer side of
 yorke Riuer & is to be Tenn poles by the said watter side &
 soe to runn betweene the To lottes aforesaid into the woods
 vpon an north Est line or poynt or therabouts vntill Tenn
 ackeres be Compleated as it is now bownded out by marked
 Trees & other land markes To haue & to hold the said Tenn
 ackers of land together with theppvtenances and euery pte
 & pcell thereof vnto him the said Andrew Raining his
 heires Executors & Adminjstrators and assignes for euer :
 from the date heareof In as larg & Ample maner to all Con-
 strvcktions Intents & Purposes as I the said Arthur Brack-
 don Cann or may estate the same & I the said Arthur
 Brackdon doe hearby Acknowledg promise & Couenant to
 and with the said Andrew Raining that the said land now at
 the selling thereof to be my owne pper lands and doe there-
 for Couenant that the said Andrew Rainecking he his heires
 Executors Administrators and Assignes shall and may from
 time to tjme and at all Tjmes heareafter quiatley occupye
 Posses and Injoy the said land with the Appurtinancis
 Agajnst me the said Arthur Brackdon my heires Executors
 Administrators, and without the lawfull lett suitt Trouble
 euiction deniall or putting of of mee or any other person or
 persons whatsoever from by or vnder me or vnder my Estate
 or Title duuring the said terme the lord or lords Propriator
 Exepted In wittnes whereof I the said [74] Arthur Brack-
 don haue heareunto sett my hand and seale euen the first
 day of Nouembar in the yeare of our Lord God on Thousand
 six hundred sixty & Eight : M^e shire in the second : said in
 the 9th ljne : to all Construcktions intents and purposes : in
 the 16th line : & : or lords in the 26th line were Interlined
 before the sealing heerof. Arthur Bragdon Juniar

And then Sealed & daliuered/

(Seal)

in the presence of vs/

Andrew Searle/ }
 Isaack Walker } Wittnesses

Arthur Bragdon Appeared before mee Peter Weare, & did acknowledg this Instrument to be his free act and deede
 Octobar the 15th day 1669: Peter Weare Comissn^r


This beeing a True Coppy Transcribed out of the originall
 & Cumpared this 28th day of Octobar 1669:


p Peter Weare re cor


I Gyles Berry of yorke for & in Consideratyon of the som
 of thirty shillings by mee in hand receued before the signing
 thereof of Isaack Walker of Boston & for other just
 Cawses mee therevnto mouing doe hereby giue grant Bar-
 gaine sell infef and Confirm vnto the said Isaack
 Walker all my right title & Intrest in the lott of
 land within mentyned that wase giuen mee by
 the Towne of yorke as by the In written grant
 vnder the select mens hands more fully appears To Haue &
 And to Hold the said lott of land with all the profitts priui-
 leges and Apurtinances there vnto belonging vnto him the
 said Isaack Walker his Heyres Execo^{rs} Administrators and
 assignes as his and theyre owne proper Estate from the date
 heereof for euer wth out any Interruption Molestation of mee
 the sayd Gyles Berry or any other pson or psons whatsoeuer
 from by or vnder mee Laying any Clayme Thereunto & I
 doe further promise to make a more full and seuerall deede
 of sale to the said Isaack for the said lott at any tyme heere-
 after when soe euer y^e said Isaack shall requiar In Wittnesse
 to the truth of the aboue written premises I Gyles Berry doe
 heare vnto sett my hand & seale this Twentieth day of
 July 1669

Signed sealed & dd in the p^rsence

Gyles Berry

of William  More his
 marke

his marke  (Seal)

Thomas Trafton  his
 marke

This Instrument aboue writ-
 ten wase acknowledg to be the

free Act & deed relating to the w^hin written by Gyles Berry this 8th of Nouembar : 1669 Before mee Peter Weare
Commr

The Instrument written on the other side is A True Coppy taken out of the originall and Compared this 11th day of Nouembar 1669 : By Peter Weare re cor

Wheras wee the select men for the Towne of yorke granted vnto Gyles Berry a home lott lying between the lotts of Richard Whitte & goodman Frost w^h land the said Whitt ptends som right vnto by vertue a former grant made vnto his predessor M^r William Hilton deseased by M^r Nic : Daus, John Alcock Robert Knight & Arthur Bragdon the

then Townes men of whom wee hauing inquired
York T. the Certenty thereof & Cannot find by any grant
To by them made to the said Hilton or Whitte that
Berry he hath any just interest there in as appeareth by a writting lately giuen to Gyles Berry vnder there hands vpon w^h Consideratjon aforesaid wee y^e said Townsmen do grant & Confirme vnto the said Berry according to w^h right the Towne hath That lott by vs formerly giuen him, not with standing any Clayme Richard Whitte hath or shall Pretend there vnto Wittnes our hands this 23 : Decemb 1665

Edward Rushworth/

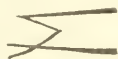
John Daus.

Edward Johnson/

Arther Bragdon senjr

Mathew Austin

his marke



This being A True Coppy aboue written Transcribed out of the originall & Compared this 13th of Nouembr 1669

p Peter Weare re cor

This Indentre made the Nine and Twenteth of May in the nineteenth yeare of the Raigne of our Souaigine Lord Charels the second by the grace of god of England Scotland ffraunce

& Ireland Kinge defender of the faith &c Betwene Thomas Crockett of Kittary in the Prouince of Mayne husbandman of thone pte and Abraham Corbett of Porchmouth in the Riuer of Puscattaqua distillar of thother pte Wittneseth that the said Thomas Crockett for and Consideration of the sune of Two & Thirty pounds of Lawfull pay of New England in hand before then sealing and daliury of these p^rsents well and Truly paid the rece^{pt} whereof the said Thomas Crockett doth hereby acknowledg and himselfe to be fully satisfyed Contented & paid and thereof and of euery pte pcell and peny thereof doth acquitt Exonate and dischearg the said Abraham Corbett his heires Executors Administrators & Ass^{ts} and euery of them for euer by these p^rsents Hath granted bargained and sold aliened Enfeoffed Conueyed releessed assuared deliuered and Confirmed and by these p^rsents [75] Doth Grant bargain and sell alien Enffeoffe Convey release assuer deliuer and Confirme vnto the said Abraham Corbett his heires and ass^{ts} all that dwelling howes scytuate lying and being in Kittary aforesd in the said Prouince of Mayne at a place there Called the poynt togeather alsoe with all Tract peece or pcell of land lying neere adjoyning vnto the said houes Extending it selfe from the front of the fliū vnto land now in the Possession of on ffrancis Morgan on the North side thereof land of Cap^t Lake on the west and land of the said ffrancis Morgan on the Est side thereof and Conteying by Estema^{con} Two acres and half be it more or lese

Crockett
To
Corbett


and alsoe all and singuler wayes pathes passages Treese woods Comons Easm^{ts} pfittes Commodities Aduantages Emolum^{ts} hereditam^{ts} and ap-
purtinancis whatsoever to the said house and pcell of Land belonging or in any wise apptaying or to or wth the same now or heretofore vsed occupied or enioyed as pt pcell or member thereof or of any pte or pcell there of and also all the right title Clayme vse possession Relū^{con} Remajnder and Demand whatsoever of him the said Thomas Crockett of in and to the sd p^rmisses & of in & to any pte or pcell thereof To


haue and to hold the said dwelling howes and pcell of land before hereby granted bargained and sold vnto the sd Abraham Corbett his heires and assi for euer to the sole and only pper vse and behoofe of the said Abraham Corbett his heires and assignes for euer and to and for noe other vse intent or purpos whatsoeſ. And the said Thomas Crockett for him his heires Executors and Administrators and for all and euery of them doth hereby Couent pmise & grant to and with the sd Abraham Corbett his heires and assignes & to & with euery of them by these present that he the said Abraham Corbet his heyres & assignes & euery of them shall and lawfully may from tyme to tyme & att all tymes hereafter quiatly and & peacably haue hold vse occupy possesse & enioy to his and their owne pper vse and behoofe all and singuller the before hereby Granted and bargained pmissese & euery part & pcell thereof wth the p^rteman^{cs} ffreed or quitted and dischearged or otherwise well and suffitiently saued and kept harmeles of and from all and all maⁿar of former and other Bargaines sales gifts grants Leses Joyntures dowers and title of dower of Anne now wife of the sd Thomas Crockett and of and from all other titles troublers Cheargis & Incumbrancis whatsoeſ heretofore had made or Cummitted suffered or done or to be had made committed suffered or don by the sd Thomas Crockett his heires Executors Administrators or Assi or any of them or of or by any other pson or psons whatsoever The right and title belonging to the ppriator of the p^rmisses only Exepected and foreprised In wittnes whereof the pties ffirst abouenamed to these p^rsents Indentury Interchangabley haue sett their hands and seales the day and yeare first aboue written

Sealed and deliuered in p^rsence of, Thomas Crocket

ffran : Champernowne

Henry Greenland

 (seal)

the marke  of Ephraim Crockett

This deed wase acknowledged by Thomas Crockett and Anne his wife the day of the date aboue written before mee ffancis Champernowne Just

This deede on the other side & is aboute being A True Coppy transcribed out of the originall and Compared this 16th day of Nouemb 1669 p Peter Weare record i669

Be it remēbred that quiett and peacable Possession and seizen of the land wthin granted wase giuen & deliuered by the within named Thomas Crockett vpon the day of the date within written vnto the within named Abraham Corbett in name of Possession and seizen of all Lands tenem^{ts} and hereditaments in the deed within written Conteyned to haue and to hold vnto the said Abraham Corbett his hejres and ass̃ for euer according to the teno^r and true meaning of of the deede within written in the presence of:

ffran : Champernowne

Henry Greenland

Ephraim  Crockett

To all Christan People to whom this p^rsent Deede of sale shall Com Herlackendin Symons of Gloster in the County of Essex in the Massathusets Coleny in Amarica sendeth Greeting Know yee That the said Herlackendine Symons for & in Consideration of a valluable some of mony & Currant Pay of New England to him in hand before the sealing & daliuery heerof well and Truley Payd by Henry Kimble of Boston in the Cownty of Suffs in the Mesathusets Colony aforesaid Ancho smyth the receite wherof the said Herlackendine Symons doth owne & Acknowledg & ther with to be fully satisfied Contented & Payd And therof & of euery part & pcell therof doth acquit exonerate & discharge hjm the said Henry Kimble his heirs executors & Admjnjstrators & euery of them for euer by these p^rsents Hath giuen granted Bargained sould aliend enfeofed & Confirmed & by these presents Doth fully Clearly & absolutely giue grant Bargaine sell alien enfeof & Confirme vnto the said Henry Kimble his heirs & assignes for euer six hundred acres of Land of which

ther is to be Thirty acres of good meadow ground at least (or what more shall be viz of all the meadow ground which is or shall be found within the tract of sixtenn hundreded acres now before sealing heerof Belonging or Apertayning to the said Harlackendine Symons lying & Being nigh vpon Capporpus Towneship on the North side therof & between the Lands of Major William Phillipes towards the east & land of George ffarrow of Ipswitch towards the west & land of Sammuell Symons Esq^r towards y^e north/ All that ouerpuss of meadow found within the said Tract [76] of Land ouer & aboue Nintie acres is & shall (on third part therof belong to the said Henry Kimble to be aded to his Thirty acres aforesaid And he the said Kimble to haue this previlage to take his six hundred acres vpon either side or either end of the sixtenn hundred acres afore said Prouided he take it together vpon some hansome square : only the meadow he is to take that where it is or may be found within the said Tract of land aforesaid the whole six hundred acres as is aforesaid with all the p^ruileges & apurtinaces Therto belonging & in any measure app^rtaining & all other the right title intrest vse propriety Possesion Clajm & demande whatsoever of him the said Herlackenden Symons of in or to the same & euery part therof to be & remaine to him the said Henry Kimble his heires & assigns for euer. To haue & to hold the said six hundred acres of Land & meadow with all the Priuilages & ap^rturances therto Belonging as aforesaid vnto the said Henry Kimble his heires & assignes to the sole only and proper vse beheoff & Benifit of him the said Henry Kimble his heires & assigns for euer & the sd Herlack Sjnons for himself his heyres Exec^{rs} & administ^{rs} doth Couenant & grant to & with the said Henry Kimble his heirs & assignes by these Presents (viz) That he the said Harlackinden Symons at the tyme of the grant Bargaine & sale of the premises vnto the said Henry Kimble & vtell the daliuery ther of to

the said Henry Kimble to the vse of him his heirs & assigns
 for euer Wase lawfully seized to his owne vse of
 Symonds & in the Premises in a good perfitt & absollute
 To estate of Inheritance in fee simple & hath in
 Kimble himself good right full Power & lawfull authoritie
 the pmisses to giue grant Bargain sell & assure as afforesaid
 and that the said Henry Kimble his heirs & assigns & euery
 of them shall & may henceforth for euer lawfully Peasably
 & quietly haue hold vse posses & Inioy the said Bargained
 premises free & Cleer & Cleerly acquitted & discharged and
 otherwise by him the said Harlackinden Symons his Executors
 Administrators from tyme to tyme & at all tymes heer after
 saue defend & keep harmlese the said premises of & from
 all & singuler other Chargis gifts grants Barganes sales leses
 leases assignments Mortgages intajls Judgments Executjons
 seizures & all other acts & incombarances whatsoever had
 mad done or suffered to be done by the said Harlackinden
 Symons his heirs Executors Administrators or assigns or
 any other pson or psons whatsoever Claymjng or Pretending
 to haue anny esstate right title intrest Claim or demand of in
 or to the pmisses or any part therof for from by or vnder
 him them or either of them wherby the said Henry Kimble
 his heires or assigns att any time hereafter shall be evicted
 out of the Possesion therof or any part therof &c And that
 the said Harlackinden Symons his heirs Executors & Admin-
 istrators the said Bargained Premises vnto the said Henry
 Kimble his heirs and assigns agajust them selues & all &
 euery pson & psons whatsoever Claiming or to Clayme any
 estate right title or intrist or demand whatsoever for from
 by or vnder him them or ani of Them of in or to any part
 of the said Bargained premises shall & will warrant & for euer
 djsfend by these Presence in Witnes wherof the said Harlack-
 inden Symons haue Heerevnto Put to my hand & fixed my
 seale this sixtenn day of June An^o Dñi on Thousand six

hundred sixty & njne Annoq Regni Regis Carolij Secundj
xxi :

Signed sealed & dđ
in presentes of vs

Harlackinden (seale)
Symons

Samuell Moore

This deed was acknowledged by m^r

Rich : Wayte

Harlack Symons June the 16th 1669

Withm Howard

Before Edward Tyng Associatt

This being a True Coppy transcribed out of the originall
& compared this 7th of Aprill 1670 p Peter Weare Record :

This Indentvre made the sixteenth day of Aprill in the
njneeth yeare of the Rajgne of ovr Soueraigne Lord Charles
the second by the grace of god of England Scotland ffrance
& Irland King defender of the faith &c Betweene Ephrim


E. Crockett
To
Corbett

Crockett of Kittery in the Prouince of mayne of
the one parte and Abraham Corbett of Porch-
moth in the reuer of Puscataqua of the other
partj Wittnesseth that the said Ephrim Crockett

for and in Consjdaratjon of the som of Seauenteene Pownds
of lawfull pay of New Engld in hand before then sealling and
deliuery of these Presents well and truly payd the recēpt
whereof the said Ephrm Crockett doth hereby acknowledge
and himselfe to be fully sattisfied contentted and Payd and
thereof and of eury part pcell and penny thereof doth
acquitt Exoñate and djschearg the said Abraham Corbett
hejrs Executors and Administrators and eury of Them for
eñ by these presente hath granted Bargained and sold alien
Enffeofoe & confirmed & by these presenc doth grant bargain
& sold alljned Infefed & confirmed & by these presents Con-
vey realease assure deliuer and Confirme vnto the said
Abraham Corbett his heirs and assigns all that Plott peece
or pcell of vpland lying and Being in Kittary aforesaid at or
neere a place there called the Poynt on the north side thereof
and Containing by Estemañon six accres be it more or lesse

as the same hath bin formerly fenced out the sea lying on the west and north sides and the land of ffraunces Morgan on the south sides thereof One littell platt of ground wheere the old Brew howse now standeth is only Exepte And also all Trees wood and vnderwood Comons Easms^{ts} pffitts Emolum^{ts} hereditam^{ts} and appurtjances whatsoever to the said Plott peece or pcell of Land belonging or in any wise apptayning or to and with the same now or heretofore vsed occupied or enioyed as part pcell or member thereof or any part and allsoe all the Right Tittell Clayme vse Possesion Reuercon Remynder and demand whatsoever of them the said Ephraim Crockett of in and to the before hereby Granted and Bargained pmisses and of in and vnto euery or any part thereof and alsoe all Deeds wrightinges Escripts and memo^s soly concerning the pmisses or any part or pcell thereof to haue and to hold the said plot peece or pcell of land before hereby granted Bargained and sold and euery part and Parcell therof with theirre and eueri of theirre appurtjances Exept before Exepte) vnto the said Abraham Corbett his heires and assignes for euer to and for the sole and only Proper [77] vse Beinefitt and Behoufe of him the said Abraham Corbett his heirs and assignes for euer and to and for noe other vse intent or p^rpose whatsoe euer And the said Ephraim Crockett for him his heirs Executors Administrators and ass^s and for all and euery of them doth Couent^t pmise and grant to and wth the said Abraham Corbett his heirs and ass^s and to & with euery of them by these presents y^t he y^e sd Abraham Corbett his heirs & assignes & to & wth euery of them shall and lawfully may from tyme to Tyme and at all tymes for euer hereafter quiatly and Peacably haue hold vse occupy posses & enioy to his and theyre owne proper vse and Behoufe all & singular the before hereby granted & Bargained pmisses & euery part and pcell therof wth thapp^rtences ffreed acquitted and dischearged or otherwise well and suffisiently saued and kept harmeles of and from all and all maner of former and other Bargaines sales Gifts grants

Leases Joynturs dowers and Titell of Dower of Ann . . now wife of the said Ephram Crocket Judgm^t Executjons titles Troubles Chearges and Incombrances whatsoe el^t hertofore had made committed suffered or done or to be had mad committed suffered or done by him the said Ephram Crockett his heires and assignes or of or by any other person or psons whatsoe euer clayming any right title or Intrest of in or to the said premisses or of in or to any part p^{ce}ll thereof In wittnes wherof the partis aboue named to this present Indentures Interchangably haue sett theire hands and seales the day and yeare first aboue written : 1667

The marke of
Ephram  (seale) Crockett

Sealed and deliuered
in the presence of

Thomas Crockett  marke

Willjam  Cotton
marke

This deede was acknowledged the Three and Twentieth Day of Aprill in the yeare aboue written by Ephram Crockett Before mee ffancis Champnowne

Be it remembred that vpon the the Three & Twenth day of Aprill in the yeare within written quiett and peacable possession of the lands wth in granted wase giuen and deliuered by the within named Ephram Crockett in name of Possession and sezon of all lands Tenem^{ts} and premises ynto the within named Abraham Corbett his heyres and ass^r for euer according to the Teno^r and True meanjng of the deede wthin written in p^rsence of

Henry Greenland

John Sherbuerne

This being a True Coppy Transcribed out of the originall & Compared this 20th day of Aprill 1670 p Peter Weare

re Cor

[78] This Indenture made the last day of May in the One & Tweenth yeare of the Raigne of our So^{veraign} Lord Charles the second by the grace of god of England Scotland France & Irland King defender of the faith &c Betweene Captaine francis Champnowne of Kittary in the County of yorke gent of the one pte and Abraham Corbett of Kittary in the County of yorke distiller of the oth^r pte Wittneseth that the said francis Champnowne for and In considaratjon of the some of Onee hundred Pownes of lawfull pay of New England in hand before then sealjng and deliuvy of these p^rsents well & Truly payd the receipt wherof the said francis Champnowne doth hereby acknowledg and himself to be fully satisfjed contented and payd and thereof and of euery pte pcell and penny therof doth acquit Exonate and dischearg the said Abraham Corbett his heires Executors admjnistrators and ass^{es} and euery of them for eñ by these p^rsents hath giuen granted Bargained and sold aliened Enfeoffed Conveyed released assuared daliuered and Confirmed and by these p^rsents doth giue Grant bargaine and sell aljen Enfeoffe Convey relese assure deliuer and confirme vnto the said Abraham Corbett his heires and ass^{es} all that tract peece or pcell of vpland & swamp lying and being in Kittary aforesaid att a place there Called Spruce Creeke betweene a Creeke of water there lying on the backside of Thomas Crocketts neck of land on the sowth west side thereof and the land of the sd francis Champnowne on the north East side thereof & Contayning Eighty fflower acres and running from the sd name Creeke side into the woods vntill the same quantity of land be fully compleat and ended as the same is to be bounded and sett out wthin on month next affter the date of these p^rsents And alsoe all and singular wayes pathes passages Trees Woods vnderwoods Co^mons Easm^{ts} p^rffitts Commodities advantages Emolum^{ts} hereditam^{ts} and appurten^s what soe euer to the said Tract peece or pcell of land belonging or in any wise appteyng and . . . and now to and wth the same vsed occu-

Champernown
To
Corbett

pied and enjoyed as pt pcell or member therof or of any pte or pcell thereof And also all the right title Clayme vse Possesion Reliẽon remaynd^r and demand whatsoe euer of him the said ffrancis Champnowne wheather by p^rchese Towne grant or otherwise of in & vnto the said Tract of land belonging and of in and vnto euẽy or any pte or pcell thereof To haue and to hold the sd Tract peece or pcell of vpland and swamp and euery pte & pcell thereof before hereby Giuen granted Bargained & sold or meant mentined or Intended to be giuen granted Bargained & sold and alsoe all wayes waters trees woods vnderwoods Comons Easem^{ts} pffitts Comodities Advantages Emoom^{ts} heridam^{ts} Preuelidges and app^rtjuances whatsoeũ vnto him the said Abraham Corbett his heirs and ass^{ts} for euer to the only sole pper vse benifitt and behoof of him the said Abraham Corbett his heires & ass^{ts} for euer and to and for noe other vse intent or purpos what soe euer And the said ffrancis Champnowne for him his heires Executors Administrators and ass^{ts} and for all and euẽr of them doth Couent pmise and grant to and with the said Abraham Corbett his heires and assignes & to and with euẽy of them by these p^rsents that he the said Abraham Corbet his heires Executors administrators and ass^{ts} and euery of them shall and lawfully may from tyme to tyme and att all tymes for euer hereafter lawfully peasably and quiatly haue hold vse occupy Possesse and enjoy to his & their owne pper vse and behoof all and singuler the said before hereby Granted and Bargained p^rmissesse & euery pte and pcell thereof wth the p^rteĩces freed acqueted and dischearged or otherwise well and suffisiently saued & kept harmeles of and from all and all man^r of form^ũ & other Barguins sailes Gifts Grants Leases Joyntures doweres Judgem^{ts} Executjons Title Troubles Cheargis an l Incombrances and demands whatsoeũ heretofore had made Committed suffered or done or to be had made Committed suffered or done by y^e said ffrancis Champnowne his heires Exec^ũ Administrators or ass^{ts} or any or either of Them or of or by any other pson or psons what-

soeſſe lawfully clāyng from by or vnder him them or any of
them In wittnes whereof the pties aboue named to this
p^rsent Indenture Interchangabley haue sett their hands and
seales the day and yeare first aboue written :/

Sealed and deliuered francis Champnowne (seale)
in p^rsence of
Jeremiah Hubbard
Seabrne Cotten

This Instrument aboue written wase Acknowledged to be
the act and deed of Cap^t francis Champnowne this 26 day
of July 1669 Before mee Roger Plaisted Associate

This being a True Coppy Transcribed out of the originall &
Compared this 26th day of Aprill 1670 Peter Weare

Re : Cor :

[79] Know all men by these Present that I Willjam Sealy
of Smootinose Iland at the Iles of Shoules for and in consjdar-
atjon of forty two pounds fiftene shillings and a leuen pence I
stand bound vnto frances Wainwright of Ipswich aforesaid
haue damised granted Bargained & sould vnto the said
francis Wainwright his heyres and assignes for euer all that
my houses and houseing and stage & stageing and fishing
Roomes with the appurtjnances Scituate lyeing and being
vpon Smootynose Iland vpon the Iles of shoules To haue &
to hould and quiately and Peasably to posses and enjoy all
the said howses and howseing stage and stageing
and fishing Roomes and appurtjnañes To him the
said frances and his heyres and assignes for euer.

Provided allwajes that if the said William Sealy
his Executors or assigns shall weell and Truly pay or Cause
to be payd to the said frances the full and Just su^m of forty
two pounds fiftene shiling and a leuen pence in good mar-
chantable drie cod fish at Thirty two Rials p quintall at or
before the Tenth day of June next after the date of these
Presents Then this bargajned and saile to be vtterly voyd

and of none effect otherwise to be of full force & affiaciacy
In wittnes whereof the said William Sealy hath to these
presents sett to his hand and seale this first day of Dasembar
in the yeare of Grace Sixteene hundard sixty and njne : 1669
Suberibed sealed & deljuerd Willjam Sealy & a seale

in the presence of vs

James Chute/

Mr Willjam Sealy acknowledged this Instrument to bee
his act and deed this first day of Dasembar sixteene hundered
sixty and njne Before mee Nathanjell Saltonstall Comissiner/

Recorded the 4 of Dasembar 1669

Vera copia as it stands recorded among the records of
lawes att Ipswich in the third Booke folow 139 Taken this
16th of Dasembar 1669 p me Robert Lord Record

This aboue written is a True copy Transcribed out of
thoriginall & compared this first day of June 1670 p Peter
Weare Re cor

The deposisun of Nicholasse Hodesden & his wife Aged
40 years & vpward.

These deponants being sworn saith that about fiteene or
sixteene yeares agooe that Thomas Spenseer being att
quamphregon at the howes wee then liued in said that he had
giuen the on half of his half part of the mill & Timber

thereunto belonging being on quartor part of the

Hodsden

mill vnto Danjell Goodin for his dafters Portjon

Test.

for Goodin

Nickhollas Hodsden & his wife replojed & said

neyhbouer Spenser I wish you well to Consedar

what you doe for you had many Children & enery on would
haue a lettell & you cannot giue euery one such A Portion
& he answared & said that shee wase the Eldest dafter & hee
had don yt & farther saith not :/ Taken vpon oath this 18th
day of Aprill 1670 Before me Roger Plaisted

Commissinor :


This is a true Coppy taken out of th

originall this 7th of June 1670 p Peter Weare Re cor

These p^rits teistifie that I James Pendleton of Ports mouth in Puscataqvay Riuer Marchant by & with the consent of Hannah my wife for & in considera^con of fiftie Pounds in hand to me paid by John Winsland and Edward Bennet of Kittary in Puscataqvay Riuer yeman before then sealeing hereof the receipt whereof I doe herby acknowledg and doe for mee my heires Executors and Administrators for euer fullie acquit and discharge them the said John Winsland and Edward Bennet and either of them and either of their Heires Executors Administrators and assignes of euery part and parcell thereof doe bargain sell alicane assigne and set ouer vnto them the said John Winsland and Edward Bennet and to their or either of their heires Executors

Pendleton To Winsland & Bennett	Administrators or Assignes fiftie Acres scituate in Spruce Creeke in the Towne shipp of Kittary afore said halfe the Bridth of on hundred Acres of land which Cap ^t Brian Pendleton and John ffabes bought of ffrances Morgan and Sarah his wife along by the Creeke side and soe backward the same breadth vntill the said fiftie Acres of land be accomplished scituate and lyeing betwene the land of M ^r John Cutt and the land of M ^r John ffabes together with all the priuillidges & appurtenances therevnto belonging or appertaineinge. To haue and to hould the said fiftie Acres of land to them the said John Winsland and Edward Bennet or either of them or either of their Heires Executors Administrators or assignes for euer and the said James Pendleton for himselfe his heires Executors and Administrators and for euery of them doth couenant and promise to and with the said John Winsland and Edward Bennet their or either of their heires Executors Administra ^{rs} or Assignes & euery of them that at present and Before then sealling hereof hee standeth seized and Possessed of the said land in a good estate of ffee simple and farther the said James Pendleton for himself his Heyres Executors and Administ ^{rs} and for euery of them doth couenant and promise to and w th the said John Winsland
---	---

and Edward Bennet their and either of their heirs Executors Administrators or Assignes and every of them to defend the title thereof unto them the said John Winsland and Edward Bennet their and either of their heirs Executors Administrators or Assignes against all persons whatsoever The Patentees only excepted In witness whereof I have hereunto sett my hand and seale dated in Portsmouth in Piscataquay River this Eleventh day of July Anno Domini One Thousand six hundred sixtie and eight and in the Twentieth year of the reign of our Soueraigne Lord Charles the Second King of England Scotland France and Ireland defender of the faith &c 1668

Signed sealed and delivered in James Pendleton seal 
 presence of vs W^m Antrobus Hannah Pendleton
 Richard Stileman Scr :

Cap^t James Pendleton and Hannah his wife acknowledged this Instrument to be their free act and deede the 28th Octobar 1669 Before me Elias Stileman Commissor

This being a True copy Transcribed out of the originall this 13th day of June 1670 p Peter Weare Re cor.

[80] To all Cristian people to whom these presents shall com I John Deamand of Kittary in the county of yorke send Greeting in our Lord God Everlasting et̃ Know yee that the said John Daman for diuers and sundery Consideratjons me hereunto mouing as also for the Consideratjion of the sume of fower score and fiftene Pounds in hand payd at or before the sealinge and deljvery of these p^rsents whereof I the said John Deamand doe acknowledge the recẽpt thereof and every part and Pearceell thereof by these present have bargained and sould and by these presents doe bargain & sell unto Henry Mayne and Andrew Deaman boath of the Isles of Shouls All that stage moringe Place Dwelling houes

and Two out howeses flake roome lying Roome and Morj-
 inge rome with on Anker and Cable and the lumber stuffe
 about the afor said premises and on Traine ffat
 Deaman all which are now in the possession of mee the
 To aforesaid John Deaman my assigne or assignes
 Mayn the which demised p^mises are scituate liyng &
 & being vppon on of the Iles of shouls one Iland
 Deaman there Commonly Called Smuttjnose Iland vnto the said
 Henry Maine and Andrew Deaman Joyntly their heirs
 Executors Administrators and assignes for euer & the afore-
 said John Deaman doeth promise for himself his heirs
 Executors Administrators and assignes that hee or they shall
 from time to Time and at all Times saue and kept harmelesse
 from all men that shall ly any Claim Right Title or intrest
 in or to the aforesaid Premisses from by or vnder me the
 said John Deaman my Executors Administ^{rs} or assignes the
 aforesaid Henry Maine and Andrew Deaman and their Execu-
 tors Administrators and assignes as witnesse my hand and
 Seale this second day of Nouember in the Twentieth yeare
 of the Raigne of our Soueferaigne Lord Charles the second
 King of England Scotland and ffrance & Irland defender of
 the faith et^c Anno Dominj 1668

Scaled & deliuered in the p^{re}sents : John Deaman ○ seale
 of Willjam Sealy :

Arthur Clapham.

Peter Lewes :

Portsmouth the 27th December 1669 John Deaman came
 & acknowledged this Instrument to be his free act and Deede
 before me Elias Stilman Commssj^r

This Instrument aboue written is a True Coppy Tran-
 scribed out of the oridginall this 13th day of June 1670 :

p Peter Weare Re cor :

yorke the 13th 1667

Whereas Mr John Goch late of Wells deceased made a Will wherevnto he made his wife Executrix :

Itt is mutually Agreed Betwext M^{rs} Reuth Gooch and her sonn John Gooch that the will shall stand in full force/

Only the said John Goch by his Mothars Consent is to haue the Percell of Marsh at the Iland that is Exprest in the Will att his mothers disease/

	And alsoe as for the orchard it is concludued
Ruth Gooch	that John Goch shall haue it as his owne after
&	
Jn ^o Gooch	Two years is Expiared only shee is to haue
	libartie to moue Tenn trees if shee Please.

Itt is alsoe Concluded that forty shillings p año is to be abated vnto John Goch out of the seuen Pounds Rent that is Expresed in the will: That this is our Conclusion and agreement to the said Reuth Goch and John Goch doe herevnto sett our hands the day & yeare first aboue written/
Signed & deliuered to Each other in the presents

of Isaacke Walker

Reuth Gooch

Peter Weare/

John Gooch

This mutuall agreement Betwene M^{rs} Reuth Gooch and Joⁿ Gooch her sonn aboue written is owned in Court by p boath partjs this 13th Jully 1667.

This aboue written is a true Coppy transcribed out of the oridginall this 22th of June 1670 : p Peter Weare Re Cor

Know all men by these p'sents that I Thomas Spencer of y^e Parish of vntyty in the Township of Kittary in the Couney of yorke Planter being possest of Two swamps of Tymber being given and granted by the Towne grant of Kittery vnto the said Thomas Spencer & Humphery Chadborne as appeares by Record Pag : 6 : 1652 the one Called by the name of Tom Tinkers Swamp & the other by the name of the great Swamp next aboue the said Tom Tinkers Swamp which Swamp lyeth

and is within the Towne Ship of Kittary aboue said Now
 these p'sents witneseth that I the said Thomas
 Spencer for and in Consideratjon of y^e loue and
 To naturall affection that I Beare vnto my Sonn
 his Son Willjam Spencer haue giuen and Granted vnto
 the said Willjam Spencer all my right and Title of the Tym-
 ber Now Remaining in the aboue said Swamps Called by the
 name of Tom Tinkers Swamp and the greate Swamp next
 aboue & is Ling in y^e afore said Towne of Kittary In the
 County of yorke : Excepting y^e on therd part of my Right of
 ach Swamps belonging to my wife Patience Spencer. To
 haue & to hould for euer in as large and Ampell maner to all
 constructyons as I the said Thomas Spencer can or may
 Estate and grant the same Waranting the said Willjam
 Spencer Against all parsons Lawefully clayming from by or
 vnder me the said Thomas Spencer or vnder my Estate or
 Title in wittnes whereof I haue herevnto Sett my hand and
 Seale euen the seuen and Twentyth of Dasembar in the
 yeare of our Lord god : 1669 [81] One Thousand Six hun-
 dered Sixty and Nyne : 1669.

The word greate wase Intered

The Marke of ^{seale}

In y^e Presence

Thomas  Spencer 

Signed Sealed and Delivered

in the presence of :

Thomas Sandord

The mark  of

John Gattensby

Thomas Spencer apeared before me and acknowledged this
 deed as is aboue Exprest this 24 of June 1670

Richard Waldin Com^{ss}

That written on the other side with that aboue written is a
 true Coppy Transcribed out of the Oridginall this 27th of
 June 1670 p Peter Weare Re cor :

Know all men by these presents y^t I Morgan Howell of Ceap Porpus planter in the prouince of Mayne haue for valliabile som of Thirty five Pounds Bargained sold and sett ouer and by these presence doth for himselfe his heyres and assignes and Executors hath Bargained sold & assigned vnto Ensigne


John Barette late of Wells but now at Ceap Porpus in y^e same Prouince planter Three score and Tenn acres of vpland & marsh that the said Morgan had by a grant from Mr George Cleves onley the said Morgen doth reserue for him self Tenn acres or there abouts of marsh that lyeth below the greate Branch of the Reuer betweene that and the sea which is part of the Three score and Teen acres and the said Barrette is to begine at an old Wigwame that once Goody Trot did make and lue in and soe in Breadth to the mayne Reuer and then to Rume vp the Reuer Thirty Pooles in Breadth towards the head till it be Completed Alsoe y^e said Morgen hath sold the said Barrette forty acres of vpland y^t he had given him from y^e Towne of Ceap Porpus Joyning to the head of the marsh that is mentjoned Before beginning at a line which wase marked out when Morgen geaue the said Barratt Possesjon which wase before Lif Joⁿ Sanders & John Pudington runjnge ouer a Certayne fresh Watter broke with all the Previlidges and appurtyances therevnto belonging quietly & peasably to posses to him his heyres Executors and assignes for euer and for the True performance heareof I haue heare vnto sett my hand and seale this 16th of June 1666 Sealed Signed and deliuered/

Morgen Howell

in the presence of vs :/

his owne  marke

Willjam  Colle his owne/
marke.

Thomas  Cosens his owne
mark :

Vpon the thirteenth day of June 1670 Willjam Colle tooke oath that he was a wittnes to y^e signing sealeing & deliuering

of this Instrument by Morgen Howell vnto John Barratt the
pson within exprest

Before me Brian Pendleton

Commissioner

This aboue with the pt on the other side is a True Coppy
taken out of the oridginall this 28 of June 1670 p Peter
Weare Re : Cor.

To all Christean people to whom this Present writeing
shall come, I Tobias Taylour of the Yles of shoales send
Greeteing, In our Lord god Everlasting &c : Know yee y^t I
Tobias Taylo^r for diverse & sundrey considera-
tions mee here vnto moueing, as alsoe for the
Consideration of Twenty foure pounds to mee
In hand payd, w^{of} I doe acknowledg the full
receipt thereof, & every part & Pcell there of, haue bargan-
ed sould & sett over, & by these Presents doe bargan
sell & sett over vnto Mr Natha^l fryer of Pischataq, all
that dwelling house with the priuiledges there to belonging
or apprteyning, which house with the appurtenances is
scituate liing or being vpon Malligoe Yland on the Yles of
shoales, & now in the Tenour & occupation of the sd Nathall
Fryer his assigne or assignes, & first buijt by Mathew Ham
my pradeecessor to haue & to hould the aforesd demised
premisses with the appurtenances vnto the sd Nathall Fryer
his heyres & assignes for ever more ; And the sd Tobias
Taylour doth promiss hereby for him selfe his heyres execu-
tors administrators & assignes, that the sd Nathall fryer his
heyres executors or assignes shall quietly & peaceably Inioy
the aforesd demised premisses, & every part & Pcell thereof
from the lett molestation or hinderance of any Prson or
Prsons w^{ts}oever, that shall lay a Right title or Interest to
the aforesd Demised Premisses, or any part or Pcell

Taylor
To
Fryer

thereof, as witness my hand & seal this seaventh day of
July Anno : Dom̃ : 1670 :

In the Presence of

The sign of

Arthur Clapham/

Ambrose Shirborne/

Andrew Cranch/

Tobias **T** Taylour/ ^(his)_{seal}

This Instrument or writeing aboue
expressed, was acknowledged by
Tobias Taylour to bee his Act &
Deed before me this 7 : July :
70 : John Cutt Comssio^r

vera Copia of this deed aboue written with the acknowl-
edgm^t transcribed out of the originall & there with compared
this 21th of July 1670 : p Edw : Rishworth ReCor

[82] This Indenture mayd the two and Twenteth day of
May, In the yeare of our Lord one thousand six hundred sixty
& foure/ Witnesseth that I Francis Littlefeild Junio^r of the
Town of Wells, In the County of Yorke, In New England
house Carpenter, & Meribah my now wife for an In consid-
eration of the full & whoole some of six pounds & acceptable
pay in New England, vnto us in hand payd or secured to bee
payd by the hands of John Gattensby of the same Town &
County planter, before the sealeing & Delivery of these
Presents, y^e receipt whereof Wee the sayd Francis Littlefeild
& Meribah my now wife wee do hereby acknowledg, & of
every part & Preell thereof, shall acquitt the sayd Gattensbie,
wee haue alienated, barganed, & sould, & by these Presents
doe alienate, bargan, & sell vnto the sayd Gat-
tensby, his heyres executors, or assignes, all our
Right & Title of that Tract of vpland, & Marsh
with all the appurtenances thereto belonging at a
place Called, or known by the name of Totnocke, & the
Willows belonging to the Town shipp of Wells, & all there,
or neare there abouts, it being the fowrth part of a Tract of

Littlefield
To
Gattensby

vpLand & Marsh given & granted vnto Robert Wadleigh,
 Thomas Littlefejd, Thomas Mills, & my selfe Fran : Little-
 fejd Jujo^r by the freemen of Wells at a Legall Town Meete-
 ing, the seauenth of Septemb^r in one thousand six hundred
 fuetie nine as It is recorded in the Town Records of Wells/
 It being for my fourth part Two hundred Acers of vpLand,
 & tenn Acers of Marsh, w^h is by estimation tenn Acers of
 Marsh, w^h is by estimation tenn Acers of Marsh, as Wee
 haue been rated for, with out any lett, denjall, interruption,
 molestation or disturbance or putting of him the sd Fran :
 Littlefejd or his wife, his heyres executors or his assignes/
 In witness w^of Wee the sd Francis Littlefejd Jūjo^r & Meri-
 bath my wife aforesd, haue here vnto sett o^r hands & seals
 the day & yeare aboue written/

Sealed & Delivered In

Francis Littlefejd (^{his}_{seal})

the Prsence of us/

Joseph Bolls/

Morgan Howell

his marke *MH*

ffrancis Littlefejd Junjo^r owns this
 Instrument to bee his Act &
 deede & Meribah Littlefejd his
 wife renders vp her Right of
 Dowry & 3^{ds}/

Acknowledged In Court July 8 : 1670 : before

Edw : Rishworth ReCor :

A true Coppy of this Instrument aboue written transcribed
 out of the originall & there with Compared this 18 : day of
 August 1670 : p Edw : Rishworth ReCor :

Decemb^r 7 : 1659 :

Wells Town
 To
 Wadleigh
 F & T. Littlefield
 & Mills

Given & granted by the freemen of the Town
 of Wells, at a Legall Town Meeteing vnto Rob-
 ert Wadleigh, Fran : Littlefejd Junjo^r, Thomas
 Littlefejd & Tho : Mills, a Certen Tract of vpLand
 & Marsh liing at a place commonly Called Tot-
 nocke, that is to say all the right y^t the Town hath thereof,

the Marsh y^t is at Totnocke, & the Willows, with two hundred acers of vpland, a peece as Convenjent to y^t Marsh as may bee/ Joseph Bolls Town Clarke/

A true Coppy of this Town grant transcribed out of y^e originall & y^r with compared this 18 : of August : 1670 : p Edw : Rishworth ReCor :

Know all men by these Presents, that Thomas Littlefeild of Wells with in the County of Yorke Planter, In consideration of a valewable some of six pounds
 Littlefeild
 To
 Gattensby
 haue barganed & sould vnto John Gattensby Planter, of the sayd Town & County & by these Presents I Thomas Littlefeild doe bargan sell & make ouer vnto y^e abouesd Gattensby, his executors administrators or Assignes, all my right & title from mee my heyres, successors or assignes for ever, to my grant from the freemen of the Town of Wells at a Legall Town meeteing, of a Certen Tract of vpland, contayneing two hundred Acers of vpland lijng & being about Totnocke, next & Convenjent to those Marshes, with the fourth part of y^e Marsh y^t is there abouts, & at the Willows, as my grant is in the Town Records of Wells, which I haue been ever since rated for, tenn Acers of Marsh there & haue payd Itt, which I do therefore expect Tenn Acers from the Town of Wells/ & In consideration hereof, I do sett to my hand & seale this 30 : day of Aprill 1664 :

Sealed signed & delivered

Thomas Littlefeild

In the Presence of us/

his marke  (his
seale)

Joseph Bolls/

Mary Bolls her marke



Sam^l Bolls/

This Instrument was acknowledged to bee the Act & Deede of Thomas Littlefeild this 6 : of July : 70 : before mee
 Richard Walden Commissio^r

A true Coppy of this Instrument or deede aboue written
transcribed out of the originall & there with Compared this
19 : of August 1670 : p Edw : Rishworth ReCor

To all Christean people to whom this Present writeing
shall come greeteing/ Know yee that I Nathanjell Wharffe
who married Rebeckah Mackeworth the Elldest daughter of
Mr Arther Mackeworth deceased, for diverse good causes &
Considerations mee therevnto moueing, vidz^t as well for the
loue & affection w^{ch} I beare vnto my brother in law ffrancis
Neale, as likewise for the Prevention of trouble & discontent
that hereafter may arise betwixt us, or ours, doe
by these Prsents for my selfe my heyres execu-
tors or assigns for euer acquitt, & absolutly
remise all such right Title Interest or demand, I
haue, might haue or out to haue in or two all or any part of
Land or Marshes which hee the sayd ffrancis Neale now
possesseth & Inioyeth, for which Land and Marshes the sd
Francis Neal hath received a grant or Instrument bearing
date the eight & Twentieth of March one thousand six hun-
dred ffinety eight, from my mother In law, Mis Jane Macke-
worth in w^{ch} deed or Instrument is expressed, the boundarys
of the aforesayd Land & Marsh which I the afore sayd
Nathanjell Wharffe haue & do by these Presents for my selfe
my heyres executors & assignes, for euer acquitt all Clajme
title demand or Interest in or to as before expressed/ in
witness of the treuth of the aboue sayd written premisses,
I the aboue named Nathaniell Wharfe haue herevnto sett my
hand & seal this 19th of June 1666 :

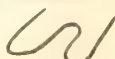
Signed sealed & delivered

In the Presence of us

Robert Corbine/ Richard Martine
his marke/

Nathaniell Wharfe

his marke


(his
seal)

[83] I Rebeckah Wharffe the wife of Nathall Wharffe
y^e wife of Nathall Wharffe do giue my free Consent vnto the
aboue written Premisses, & do acknowledg it to bee my Act
& deede likewise as Witness my hand this 20th of June 1666 :

In the Presence of us/
this 20th of June 1666 :

The marke of Rebec-

Robert Corbine

kah Wharffe 

Richard Martine

his marke



This Instrument was Attested by the
witnesses Robert Corbine & Rich-
ard Martine to bee the Act & deed
of Nathaniell Wharffe & Rebeckah
wife in the Presence of us acknowl-
edged the same/ witness our hands/
p Curiā :

A true Coppy of this Instru-
ment transcribed out of the
originall & therewith com-
pared this 9th day of Septembr

Hene : Jocelyn Just pe :

Fran : Hooke Jus : pe

William Phillips Jus : pe

1670 : p Edw : Rishworth ReCor :

To all Christean people vnto whom these Presents shall
come/ I Sarah Gunnisson widdow, late wife & executrix
vnto Hugh Gunnisson deceased, late of Pischataq River in
new England, send greeteing in the yeare of our
Lord god euerlasting, one thousand six hundred
& sixty : Know yee that I y^e sd Sarah Gunnisson
being in good & Prfect mind & with out fraude
or deceipt, for diverse good causes & Considerations mee
here vnto moueing, haue given granted & Confirmed, & by
these Presents do give grant & Confirme vnto William Seely,
& William Rogers my loueing sunn in Laws, all & singular
my right title & Interest vnto a Certen necke of Land lijng
& being on the North West side of spruse Cricke, at the
entering into the mouth of Crooked Lane, as alsoe a little

Sarah Gun-
nison To
her Sons in Law
Sealy & Rogers

Ysland scituated & being in the sayd spruse Cricke, commonly known & Called by the name of Grantūs Ysland, except two acers of vpland on the sayd Necke of Land as appears by an agreement between my late Husband Hugh Gunnisson & the sayd William Seely, & William Rogers more at large/

To haue & to hould, to him or them, his or their heyres, executors, administrators or assignes, to the onely proper vse & behoofe of them thejr heyres executors & assignes for ever, freely peaceably quietly to Inioy, with out any manner of relation, challenge or Consideration of mee the sayd Saraih Gunnisson my heyres, executors administrators or assignes, or any Prson or Prsons by my meanes title or procurement in any manner or wise, or with out any Accōpt reckoning, or answeere y^r of, to mee or in my name to bee given rendered or done in tyme to come, soe y^t neither I the sayd Saraih Gunnisson my heyres executors or assignes, or any Prson or Prsons by or for us, or in our name, or by the means of us, or any of us at any tyme or tymes may aske clayme challenge or demand in or to the sayd p^rmisses, or any part or peell thereof, any title or Interest vse or possession, except the two Acers before excepted, but from all Actions of right, title Interest vse possession or demānd there of, Wee and euery of us to bee vtterly excluded & for euer debarred by these Presents, & I the sayd Saraih Gunnisson my heyres executors administrators & assignes, all the sayd necke of Land & Ysland aboue mentioned with y^e appurtenances thereto belonging, vnto the sayd William Seely, & William Rogers thejr heyres & assignes to thejr vse as aforesayd, against all people, shall warrant & defend by these Presents, of w^h Land my late husband Hugh Gunnisson putt the sayd William Seely & William Rogers in quiett & peaceable possession In his life tyme, by the delivery of the sd Necke of Land & Ysland vnto them In witness w^{of} I the sayd Saraih Gunnisson haue here vnto putt my

hand & scale this 20th day of July the yeare first aboue
written/

Sealed signed & Delivered

Sarah Gunnisson (^{her}_{scale})

In these Presents of us/

Nicho : Shapleigh/

William Pitt/

This Deede of sayle recorded the
14th day of October 1663 : in
the Town booke of Kittery by
mee Humfrey Chadborne

Town Cle^r :

Mr Sarah Morgan owneth this Instrument aboue written
to bee her Act & deede the eight day of Septemb^r 1670 :
before mee Edw : Rishworth assotiate/

A true Coppy of this Deed or Instrument aboue written
transcribed out of the originall & there with compared this
13 : day of Septemb^r 70 : p Edw : Rishworth ReCor :

These Presents testify, that I Nathaniell Fryer of Ports-
mouth In Pischataqua River M^{ch}ant for & in Consideration
of Twenty five pounds to mee in hand payd by Roger Kelly
of the Yles of shoals fisherman, before the Insealing hereof,
do hereby bargan sell aliene Assigne & sett over vnto the
sayd Roger Kelly all that my house, houseing fish house,
stage, flakes, & flake Rowne &c : & all the appurtenances
there vnto belonging on smuttinoss Yland on the Yles of
shoales to haue & to hould the same which I bought of Mr
Edmund Pickard, vnto him the sd Roger Kelly his heyres
executors administrators or assignes for ever, & the sayd
Nathaniell Fryer, for him selfe his heyres executors &
administrators & for every of them doth hereby Covenant
& promiss to & with the sd Roger Kelly his heyres execu-
tors administrators or assignes & with euery of
them that at or before the Insealing hereof hee
standeth seazsed & possessed of all the aboue
mentioned premisses in a good estate of fee sym-

Fryer
To
Kelly

ple, & further the sd Nathaniell Fryer for him selfe his heyres executors administrators & for euery of them, doth hereby covenant & promiss to & with the sd Roger Kelly, his heyres executors administrators or assignes, & with every of them to defend the Title thereof vnto him the sd Roger Kelly his heyres executors administrators or assignes against all Prsons w^{ts}oeuer, & furthe. the sd Roger Kelly is to moore his boate or boates at the sd Nathaniell fryers Chayne vntill hee take it vp at five shillings a season cheaper then any other doth pay a boate, & when the sd Nathaniell Fryer doth take up his chayn and Anker the sd Roger Kelly, his heyres executors administrators or assignes is to haue & Inioy the sayd Mooreing place wholly to his & there proper vse, for-euer/ [84] In witness w^{of} I haue here vnto sett my hand & seale, dated In Portsmouth aforesayd, this fifthteene day of July Anno Domⁱ: one thousand six hundred sixty & eight, & In the Twentieth yeare of the Reign of o^r Sovereigne Lord Charles the second King of England, Scottland France, & Ireland Defend^r of the faith/ 1668 :

Signed sealed & Delivered/ Nathaniell Fryer (^{his}seale)

In the Prsence of us/

Jo : Harvie/ A true Coppy of this Deed transcribed
Ric : Styleman/ out of the originall & there with
compared this 13 : of Septemb^r 1670 :
p Edw : Rishworth ReCor :

The Deposition of Francis Robinson aged fuety Two yeares, or there abouts sayth, that w^{as} hee this Deponent was resident In Sacoe in the yeare 1631 : & being at a Generall Court held for the Province of Mayn In the yeare 1643 : or there abouts, at w^{ch} Court there came orders from the then Ld proprietor of the sd Province vnto his Commissio^{rs} & the sd Court, for bounding out severall grants granted

Robinson's
Deposition
about
Camocks
Land

formerly & Prticularly, for the bounding out of a Patent granted to Cap^t Thomas Camacke, then in the possession of Mr Henery Jocelyn, by vertue of w^{ch} order I the sayd Deponent, being then a Magistrate for the sayd Province, & John West being a Deputy for the Country were appoynted by the sayd Court to lay out the bounds of the sayd grant, w^{ch} according to the best of my skill & knowledg was done the bounds being on the Easterly side of the River Called Mills his River, & neare to the sayd Mills his house on the other side of the sd River, & from thence to goe to Spurwinke to a Marsh that lyeth vp the River of Spurwinke, to y^e sd Marsh being on the Westerly side of the sd River, of Spurwinke & neare about a mile from the Mouth of the sayd River/ which bounds this Deponent hath taken notice of to bee the bounds of the sd Pattent, for the space of Thyrt yeeares or there abouts/ & farther sayth not/

Taken vpon oath this 7th of Septembr 70 : before us/

Daniell Denison

This Deposition transcribed out of the Edw : Tyng/
originall & there with Compared this 22 :

day : of Septembr 1670 : p Edw : Rishworth ReCor :

Know all men by these Presents that I Thomas Camocke of Black Poynt in the Province of Mayn in New England In America Gentlẽ: for diverse good Causes & Considerations therevnto mee especially moueing, as alsoe for the some of fuet y pounds sterlg, to mee in hand payd before the Insealing & delivering of this Present Deede, do at this tyme declare my last will & testament/ where in next after my soul bequeathed into the hands of Almighty god my sauio^r & Redeemer, I doe freely & for the Causes abouesd, giue & bequeath all my lands at Bla[~]: Poynt afore sayd togeather with all my bujldings, goods Cattle & Chattles, & all other my Prsonall Estate w^tsoever, vnto my well beloved frejnd

Hene : Jocelyn Esq^r, to bee by him possessed Immediately after my decease out of this life, & after the decease of Margerett Cammoeke my now wife, & from thence forth to bee his own Lands & goods for ever, to him his heyres & assignes, according to the true intent & meaneing of these

Cammock To Jocelyn	Presents, for w ^{ch} cause I the sd Thomas Cammoeke haue appoynted this my last Will to bee made by deed Irrevocable ; And for the true
--------------------------	--

Prformance hereof I do bind my selfe & my wife Margerett in the sume of one hundred pounds Sterling, vnto the sd Hene : Jocelyn his heyres & assignes, provided always I Thomas Cammock do reserve onely out of this my deed of gyft, fīue hundred Acers of the sayd Lands to bestow at my pleasure, the bonds thereof to begin at the River of Spurwinke, & soe taking the breadth y^{of} vp the sayd River, soe fare as the bounds of my Pattent goeth, & soe towards blac : Poynt till fīue hundred acers bee ended ; And alsoe all my part of Cows & rother Cattle now in my possession : And for all the rest of my lands & goods aforesd, I do agajn vpon Mature deberation bestow at the tyme aforesayd vpon the sayd Hene : Jocelyn, whom I do by this my deed declare to bee my heyre of all my lands & goods, except before excepted in this Present Deede. In witness w^{of}, I the sd Thom^r Cammoeke with the free Consent of my wife Margerett haue caused this Present writeing to bee my Act & deed & haue therevnto subscribed both our hands & seales this 2und day of Septemb^r 1640 :

Sealed & Delivered with one bason of Olcumy in lew of all the Rest, the Property of w ^{ch} was altered In the Presence of vs/ George Cleeue Richard Tucker/	Thomas Cammock (his seal) Margerett Cammoeke (he ^r s...)
---	--

A true Coppy of this Instrument or Deede of gyft transcribed out of y^e originall & there with Compared this 20th of Septemb^r 1670 : p Edw : Rishworth ReCor :

These are to Certify that the 23th of May 1633 : Cap^t Walter Neale did according to order directed from the President & Counsell of New England deliver possession vnto Cap^t Thomas Camoocke of all the Lands Contayned in a Pattent granted vnto the sd Thomas Cammoocke dated the prime of Novemb^r 1631 : consisting of fieteene hundred Acers being bounded to the Southward with the Bay of Sacoe, on the Westward with bla[~] Poynt River, [85] To the Eastward with the small brooke Called Spurwinke, & soe running vp one mile from the Entrance, & on the West side of the sayd Spurwinke, & from thence crossing over with a streight lyne to the nearest part of the aforesayd bla[~] Poynt River, is appoynted the Northern Lymitts/ In testimony w^rof I haue here vnto subscribed/

Witnesses to the Delivery of the
possession/ p mee John Winter
Abraham Shurt/ The marke of

Wa : Neale/

Richd Smyth



A true Coppy of this Instrument of delivery aboue written transcribed out of the originall, & y^rwith Compared this 22 : Septemb^r 1670 : p Edw : Rishworth ReCor :

Sacoe In the

Provence of Att a Court houlden there 18th of Octob^r 1643 :
Mayne/

Where as Cap^t Thomas Cammoock of Bla[~] Poynt Gentle[~] lately dyed in y^e West Indeas, haueing by a Certen Writeing vnder his hand & seal being both his will & deede Irrevocable bearing date the secund day of Septemb^r 1640 : for the Consideration therein expressed given vnto Hene : Jocelyn Esq^r all his Lands at Bla[~] Poynt aforesd, togeather with all his bujldings goods chattles & all other his Prsonall estate,

whatsoever, to bee possessed by the sd Henery Jocelyn his heyres or assignes immediatly after the decease of the sd

Main Pro:
about
Camock's
Estate

Thomas Cammock & Margerett his wife, reserve-
ing onely to the sd Thomas Camock out of the
sd Deede five hundred Acers of the sd Land to
bestow at his pleasure, the bounds thereof to

begin at the River of Spurwinke, & soe taking the breadth thereof vp the sayd River soe fare as the bounds of the sd Thomas Camock extend, & soe towards bla: Poynt till five hundred acers bee ended: And alsoe all his part of Cows & Ruther Cattle then in his possession, as in & by the sd deede more at large It doth & may appeare/ And was the sd Thomas Cammocke made noe other will that Wee know for the disposing of the Lands & goods reserved out of the sd deede, an Inventory w^rof is here vnto annexed: Wee y^rfore the Assistants of this province, do hereby ordayne the aforesd Margerett his wife to bee administratrix of the sd Lands & goods & to pay the debts of the sd Tho: Camock if any bee & if any thing remajn the debts being payd, the sd remajnd^r to come to the sd Administratrix, & for confirmation here of, Wee haue sett two our hands & the seale of this Province, the day & yeare first aboue written/

Rich: Vines Dep^{ty} Gov^r/

Roger Garde ReCor:

A true Coppy of these letters of Administration transcribed out of the originall & there with Compared this 22: day: of Septemb^r 1670: p Edw: Rishworth ReCor:

Inventory
of
Camocks
Estate

A Coppy of an Inventory of such Lands goods & Chattles as Cap^t Thomas Cammock was possessed of in his own Right at the tyme of his death, taken & prized by Richard Foxwell &

William Smyth the 14th day of Octob^r 1643:

BOOK II, FOL. 85.

In ^{ts} fine hundred acers of Land at Bla [~] Poynt valewed at.....	030	00	0
If all his part of the Cows & ruther cattle vidz ^t one yoa ^k of oxen	013	00	0
If more Two Cows 9 ^{sh} 0 0 one yearling heffer 50 ^s	011	10	0
If more one Heffer Calfe at 01 10 0.....	001	10	0
	056	00	0

Richd Vines Deputy Gou^{er} Roger Garde ReCor :

A true Coppy of this Inventory transcribed out of the
Originall & y^r with Compared this 22 : Septemb^r 70 :

p Edw : Rishworth ReCor :

To all to whom these Presents shall come Sir Frandinando
Gorges Knight, Lord of the Province of Mayn with in the
Territorys of New England in America sendeth greeting ;
Where as Cap^t Thomas Camoocke of Bla[~] Poynt with in the
Province of Mayn, haueing taken notice of the pouer of his
Maj^{ty} letters pattents, granted vnto the sd Sir Fardinando
Gorges & his heyres vnder the great seale of England, w^{hy}
hee & they are made absolute Ld & Lords of the sd Pro-
vince & being minded to show him selfe conformable as
becometh his Maj^{ties} Leige people vnto the pouer
Gorges & authority Conferred vpon the sayd Sir Fardin :
To Camoock Gorges over all the Lands with in the sayd pro-
vince, & over all manner of Prson and persons
w^{ts}oeuer resident with in the Lymitts & hereditaments liijng
with in the Lymitts and praeincets of the same province/
Although It bee by lawfull grant from the Counsell of New
England, yet are all such Prson & Prsons since the granting
& creating of the sayd province, to hould the same Lands a
new of the sayd Sir Fardinando Gorges & his heyres as abso-
lute Lord of the sayd Province/ And therefore the sayd
Cap^t Cammoock houlding & claymeing to hould fiueteen hun-
dred Acers of Land with in the Lymittes & praeincets of y^e
sayd province of Mayne neare to a Certen place there called
by the name of Bla[~] Poynt which were heretofore granted
vnto him by the Covnsell of New England, vnder there
com^{an} seale by writeing Indented beareing date the first day

of Novemb^r 1631: & in the seauenth yeare of his Maj^{ties} Reign that now is, Wherevpon the yearly rent of Twelue pence p hundred for every hundred Acers thereof w^h shall bee in yss is reserved, hee the sd Cap^t Thomas Camock hath been an humble sujter vnto the Lord of the sayd province to grant settle & Confirme the sayd fiueteen hundred Acers of Land vnto him the sayd Cap^t Thomas Commock with all the priuiledges & profets belonging to the same which are mentioned in the sd recited writeing indented, and hath likewise been an humble sujtor vnto his Lordship for a grant of those two Yslands or Yseletts called by the name of Strattons Yslands, liing neare & abutting vpon Bla^z Poynt, aforesayd towards the South, not formerly granted to any other Prson/ & his Lordship takeing into Consideration the Conformity of the sayd Cap^t Thomas Camock, & how necessary the sd Yslands may bee for him, & fitting for the vse of his plantation, & for the fishing Trayd there w^h is fitt to bee cherished/

Now y^rfore know yee that the sayd Sir Fardin: Gorges being absolute Lord of the sayd province of Mayne is well pleased to grant & Confirme, & by these Presents doth grant & Confirme, vnto the sayd Cap^t Thomas Cammock & his heyres as well all those two Yslands or Iseletts with the appurtenances called Strattons Yslands as alsoe all the sayd fiueteen hundred Acers of Land with appurtenances [86] before specifyd, to bee formerly granted to him the sayd Captajⁿ Thomas Cammock as aforesayd, and for the better explanation of the sayd former grant of the sayd fiueteen hundred acers of Land, & for the better & more sure Confirmation thereof, & of every part & Preell there of with the appurtenances vnto him the sayd Cap^t Thomas Cammock his heyres & assignes which hath been inioyed, or ought to bee by him Inioyed, with out Interruption of any Prson or Persons whatsoever according to the Prescribed meatt & bounds thereof, ever since the first takeing possession thereof, the same or any part there of his Lordshipe hath thought it

requisite to decayre that the sayd fiueteene hundred acers of Land shall extend and bee extended in Length & breadth according to the meatt & bounds thereof, as the same haue heretofore been sett out by Captajñ Walter Neale, & now are here in these Presents for the more certenty there of discribed accordingly that is to say all that Preell of ground or Necke of Land with the appurtenances contayneing & to contayne fiueteen hundred Acers as the same are bounded on the Southerne part thereof, with the Bay of Sacoe, & on the Westerne part thereof with Bla[̃] Poynt River, & on the Easterne part there of with a small brooke, called Spurwink, & soe runneing vp & to extend the space of one Mile from the Entrance of the sayd brooke, along the West side of the same brocke, and from the end of that Mile to cross over Land by a streight lyne vnto the nearest part of the River of bla[̃] Poynt which is to bee reputed the Northerne Lymitts of the sayd fiueteen hundred Acers of Land: to haue & to hould all these the sayd two Islands & Isletts called Strattons Yslands, & alsoe all these the sayd fiueteen hundred Acers of Land, Woods & Wood grounds with the appurtenances to the same belonging & all quarries of Stone Marshes Waters Rivers and Lakes, & alsoe all Royaltys of Hawking hunting fishing & fowling, with in the lymitts & bounds of the sayd fiueteen hundred Acers of Land, and the sayd Yslands & euery part & Preell thereof with the appurtenances & whatsoever, and alsoe all mines & Mineralls, & all Trade of what nature & kind soeuer, & all priuiledges profetts & comōditys whatsoever, in & by the sayd recited writeing indented granted or mentioned or Intended to bee granted or otherwise inioyed or to bee inioyed with in the Royaltys & lymitts thereof together with the fish & fowle there to bee had & taken, vnto him the sayd Captajñ Thomas Camock his heyres & assignes, To the sool & proper vse & behoofe of him the sayd Cap^t Thomas Cammock his heyres & assignes for ever/ In free & Comān soccage for &

vnder the yearly rent of Twelue pence the hundred for every hundred acers thereof which shall from tyme to tyme, & at any tyme hereafter bee Inclosed or conuerted vnto Tillage: The sayd Twelue pence p hundred to bee payd vnto Sir Fardinado Gorges Lord of the sayd Province his heyres or assignes, or to his or there Rent gatherer or Rent gatherers for the tyme being with all the arerages thereof vpon six Moenthis warneing whensoever the same shall bee required/

And Lastly, his Lordshipe by the Tenor of these Presents, doth declare that his will & pleasure is that noe Prson or Prsons whatsoever shall from hence forth Prsume to interrupt the sayd Cap^t Thomas Cammoock his heyres & assigns in the frujtion of this fiueteen hundred acers of Land, or of the sayd Yslands called Strattones Yslands or of any part or Preell there of, or of any of the Lybertys priuiledges or profetts granted or confirmed vnto the sayd Cap^t Cammoocke or Intended to bee granted & Confirmed vnto y^e sd Cap^t Thomas Cammoocke, vpon payne of his Lordships displeasure, or such punishment as hee hath ordayned to bee Inflicted vpon any delinquent for such Presumption; In Confirmation of all which the Premisses, the sayd Sir Fardina: Gorges hath sett his hand and seale at Armes vnto this Present deed or grant/ dated the fiueteenth day of March In the sixteenth yeare of the Reign of our Soveragin Lord Charles by the grace of god King of England Scotland France & Ireland Defend^r of the faith &c: Anno Doñ: 1640:

Sealed & Delivered In the

Farde: Gorges (^{his seale}
at Armes)

Presence of

Thomas Morton/

John Catchmay/

A true Copy of this deede grant or Instrument aboue written transcribed out of the originall & there with compared word for word this 24: of Septemb^r 1670: p Edw: Rishworth ReCor:

[87] To all Christian people to whom this Prsent writeing Indented shall come/ The Counsell for the affayres of New England in America send greeeting in our Lord god euerlasting; Whereas King James of famous memory late King of England Scotland France & Ireland, by his highness letters Pattents, & Royall grant vnder the great seale of England, bearing date the third day of Novembr In the eighteenth yeare of his Reign of England France & Ireland &c: for the causes therein expressed did absolutely give grant & confirme vnto the sayd Covnsell for the affayres of New England in America & thejr successors for euer all the land in New England in America lieng & being from fourty to fourty eight degrees of Northerly Latitude, & in length by all that breadth aforesayd from sea to sea through out the Mayne Land together with all the woods Waters Rivers soyles Havens Harbours Yslands & other Commoditys whatsoever, y^rvnto belonging, with diverse other priuiledges, preheminences profetts & Lybertys by sea & Land as by the sayd letters Pattents (amongst other things containd) wherevnto due relation being had more at large It doth & may appeare/ Now know yee, that the sayd Counsell by vertue & authority of his sayd late Maj^{ties} letters Pattents, & for and in Consideration that Cap^t Thomas Cammoke and his associates haue for this two yeares last past lived In New England aforesayd, & haue there Inhabited planted & bujlt In the Countrey of New England aforesayd some convenjent houseing, & for that hee hath ventered him selfe, hazarded his life, & expended severall somes of Money in the more ample discovery of the Coast & Harbours of those parts, & is for the affecting of soe good a worke minded to vndergoe the further Charge of settleing him selfe, his family & frejnds in those Parts/ In consideration w^rof & for the better Incoragement of the sayd Captajⁿ Thomas Camoocke & his sayd Assotiates and assignes, & other good causes & Considerations the sayd Counsell there vnto moueing, haue given granted allotted assigned & Con-

Plym: Councill
To
Cammock

firmed, and by these Presents do fully clearly & absolutely give grant allott assigne and Confirme vnto the sayd Cap^t Thomas Cammock, his heyres associats & assignes for ever, All that one thousand five hundred acers of Land, seituat & bordering vpon the East side of the River commonly called or known by the name of the River of Bla[̃] Poynt, or by what soever other name or names the same is or haue beene or hereafter shall bee called or known: by which the lyberty of fishing & fowling in & vpon the sayd River of Bla[̃] Poynt Eastward, soe fare as the extent of the lymitts lyeth, togeather with all the shoares Crickes bays or Havenes and Coasts long the sea or vp In the Land, with in the bounds & lymitts of the sayd one Thousand five hundred Acers of Land, with the sayd woods & Yslands with in the sayd bounds, togeather alsoe with all the Mines, Mineralls trade of what kind or nature soever, Woods quarries, Marshes, waters Lakes fishing vpon the sea Coast, Huntings, Hawkes, fowlings, comoditys, Emoluments & hereditaments whatsoever, with all & singular thejr, & every of thejr appurtenances in or with in the Lymitts or bounds aforesayd, or to the sayd Land lieng within the sayd Lymitts or bounds, belonging or any wise appertayning, With free passage & repassage to and from the place of Plantation through the sayd Territorys of New England, by water or by land as his or thejr Occasion shall require/

To haue & to hould all and singular the sayd Mayn Land & præmisses with all and singular the woods Quarries Marshes waters Rivers Lakes fishings fowlings, Hawkes hunting, Mines, Mineralls Trade of what kind or nature soever, priuiledges Rights Jurisdictions, lybertys Royalltyes, & all other profetts Comoditys Emolum^{ts} & Hereditaments whatsoever, before in & by these Presents given & granted & here in mentioned, or intended to bee hereby giuen or granted with thejre & every of thejr appurtenances, & every part & Pcell there of vnto the sayd Captajⁿ Thomas Cammock his heyres assotiats & assignes for euer/ vnto the onely

proper vse & behoofe of the sayd Cap^t Thomas Cammock his heyres associats & Assignes for ever: Yeilding & paijng vnto our soveraign Lord the King one fifth part of gould & silver Oare, & the other fifth part to the Counsell aforesd, & thejr Successors, to bee houlden of the sayd Counsell & thejr successors by the Rent hereafter in these Prsents reserved/ Yeilding & paijng therefore yearly for ever vnto the sd Counsell thejr successors or assignes for euery hundred acers of the sayd Land in vse, Twelue peence of Lawfull money of England, Into the hands of the Rent gatherer for y^r tyme being, [88] of the sayd Coyncell thejr successors or assignes for all scervice whatsoever. And the sayd Counsell for the affayres of New England aforesayd, do by these Prsents nominate Depute authorize, & appoynt, and in thejr place & stead putt Captajⁿ Walter Neale, Richard Vines Gentle[~] & Hene: Jocelyn Leef^t all of New England, or any of them iojntly or severally, to bee thejr true & lawfull Attorney or Attorneys, & in thejr name & steade to enter into the sayd part or portion of Land, & other the premisses with the appurtenances by these Presents given & granted, or into some part thereof in the name of the whoole & peaceable & quiett possession & seazin thereof for them to take & the same soe had, & taken in thejr name & stead, to deliver possession & seazin thereof, vnto the sayd Cap^t Thomas Cammock his heyres associates & assignes, according to the Tenour forme & effect of these Presents, Ratifying Confirming & allowing all whatsoever the sayd Attorney or Attorneys or any of them shall do in or about the premisses, by vertue hereof: provided always that the sayd Cap^t Thomas Cammock his heyres associates or assignes, or any of them shall not at any tyme or tymes hereafter Alyen or Convey away the sayd Premisses, soe given & granted as aforesayd, or any part thereof with out the Consent or assent of the sayd Counsell or the Major^r part of them, or other thejr Governer settled in these parts, for the government of those affayres, first had & obtayned In writeing vnder thejr hands & Co^man seal of t^hem or thejr Governer/

And lastly the sayd Councell for the affayres of New England aforesayd, for them & thejr successors do Covenant and grant to & with the sayd Cap^t Thomas Cammock, his heyres & assignes by these Presents, that If hee his heyres or assignes or any of them at any tyme or tymes hereafter, vpon any doubt w^{ch} they shall conceiue concerneing the strength & validity in the Law, of thejr Present grant, or else bee desirous to haue the same renewed by them or thejr successors, with amendment of such imperfections & defects as shall appear fitt & necessary to him the sayd Cap^t Thomas Cammock his heyres or Assigns to bee reformed and amended on the behalfe of them & thejr successors : And for the furthering of the sayd Plantation & Government, or the Increase continewing or florishing there of, that then vpon petition of him the sayd Cap^t Thomas Cammock his heyres or assignes to them & thejr successors or Governor aforesayd made. They the sayd Councell & thejr successors shall & will forth with make & pass vnder thejr Co^man seale to him thejr heyres & assignes such further & better assurance of all & singular the before granted and recited premisses, & every part & Preell thereof, with thejr appurtenances according to the true Intent & meaning in this thejr grant or Conveyance, signified declared or mentioned, as by thejr Learned Councell of them & thejr Successors, & of him the sayd Cap^t Thomas Cammock his heyres & assignes shall bee reasonably in that behalfe devised or aduised, and that in all questions & doubts which shall arise vpon any difficulty of Construction, or Interpretation of any thing mentioned in this thejr Prsent grant, the same shall bee taken & Interpreted in most ample & benefitiall manner, for him the sayd Cap^t Thomas Cammock his heyres & assignes/ In witness where of the sayd Councell haue here vnto afixed thejr seale/ Dated the first of Novemb^r 1631 : & In the Reign of our Sovereign Lord Charles by the grace of god King of England, Scotland, France & Ireland Defend^r of the faith &c :

Robert Warwicke

Fardinando Gorges/

A true Coppy of this Pattent aboue written transcribed
out of a Coppy taken out of the originall this 26th of Sep-
tembr 1670 : & there with compared word for word

p Edw : Rishworth ReCor :

Know all men by these Presents that I Edw : Johnson
liueing & being in the Town of Yorke Gentlemⁿ with the
full & free Consent of my wife praeilla Johnson, & of my
sun Benjmen Johnson, for diuerse good & valewable consid-
erations there vnto mee moueing, & more espetially for &

in consideration of the Just some of six pounds,
vnto mee already payd In current money of New
England by John Carde of the sayd Town, do
by these Presents in the behalfe of my selfe my

heyres executors administrators & assignes, giue grant bargan
sell [89] and confirme vnto the sayd John Carde, his heyres
executors administrators & assignes, Cooper, now liueing &
being resident at Yorke a Certen Tract or Preell of fresh
meddow contayneing the quantity of about one acer bee It
more or less lijng & being on the south West side of Yorke
River aboue the Partings, being on the South side of the
sayd branch, bounded on the North East side next a Preell
of Marsh of my own, & on the South west side lijng next a
peece of Marsh now in the possession of John Pearce, parted
with a Cricke on the Southermost side of my Marsh, which
makes the deuideing bounds between Edward Johnsons &
John Pearces Marshes : Isueing out of the woods, into the
South West branch of Yorke River, which Parcell of Marsh
as bounded with all the profetts priuiledges & appurtenances
belonging there vnto, I the sayd Edw : Johnson do giue
grant bargan sell & Confirme, and in the behalfe of my selfe
my heyres executors administrators & assignes, haue given
granted barganed sould & Confirmed my sool right title
propriety & Interest thereof vnto the sayd John Carde his

heyres executors & assignes for ever/ to haue & to hould the sayd quantity or Messuage of Marsh in quiett & peaceable possession from mee my heyres executors administrators & assignes, & from any Prson, or all other Prsons which vnder any Clayme or Pretence of Title, shall make Clayme or Pretend any Right there vnto, w^h hee the sayd Edw : Johnson do by these Presents Ingage, & stand ingaged to make good & defend, in the behalfe of him selfe his heyres & assignes vnto the sayd John Carde his heyres & assignes for euer In testimony where of I haue here vnto afixed my hand & scale this Twenty fourth day of August: In the 22th yeare of our soveraigne Lord the King Charles the second 1669 :

Signed sealed & Delivered

Edw : Johnson (his seal)

In the Presence of,

Præcilla Johnson (her seal)

Edw : Rishworth/

her marke 

John Mogaridg his

Benjamen Johnson (his seale)

Marke 

In testimony of y^r

Consents Mis Præ-

cilla Johnson, & Ben-

jamen Johnson haue

afixed there hands & seales/

Mr Edw : Johnson ownes this Instrument aboue written to bee his Act & deede the 27 : day of Novemb^r 1670 : before mee Edw : Rishworth Assotiate/

A true Coppy of this Instrument or bill of sayle aboue written, transcribed out of the originall & there with Compared this 4th day of Decemb^r 1670 : p Edw : Rishworth

ReCor :

This Indenture made the 10th day of Septemb^r in the yeare of our Lord God one thousand six hundred sixty nine, between Abra : Corbett of Kittery in the County of Yorke, distiller of the one party, & Mr Hene : Greeneland & Cap^t

Walter Barefoote of Kittery aforesd Chyergions on the other party; Witnesseth that y^e sd Abraham Corbett for & in consideration of the some of one thousand pounds of Lawfull pay of New England in hand before the ensealeing & delivery of these Presents well & truly payd, the receipt w^{of} the sayd Abra: Corbett doth hereby acknowledg him selfe to bee fully satisfyd contented & payd, & there of & of every part Prcell & penny y^{of}, doth acquitt exonerate & discharge the sayd Hene: Greenland, & Walter Barefoote thejr heyres executors & administrators & either of them, and euery of them & for euer by these Presents hath granted barganed & sould aliend Enfeoffed Conveyed released assured Delivered & Confirmed, & by these Presents doth grant bargan & sell aliene Infeoffe Convey release assure deliver & Confirme vnto the sd Hene: Greenland & Walter Barefoote thejr heyres & assignes all that Mansion house & Warehouse seituat now standing & being in Kittery aforesd, at or nere a place

Corbett
To
Greenland
&
Barefoot

thejr called the poynt, or by what other name or names soeuer the same is or hath been Called or known, and alsoe all other houses Edefices and buidlings to the same belonging & adioyne-
ing, & alsoe all that Garden & Inclosed fejlde of

pasture to the same belonging, & adioyneing contayneing Eleven Acers, bee it more or less, And alsoe all that Tract or Prcell of vpland lijng in Spruse Cricke in Kittery aforesd contayneing by Estimation foure scoore Acers, & alsoe all that Tract peece or Prcell of Land lijng neare the house commonly called Cap^t Champernoons house, wⁱⁿ one Richard Lockewood now doth dwell, & Inhabitt, & extending it selfe vp towards brave boate Harbour, & contayneth Three hundred & sixty Acers, & alsoe all & singular ways paths passages trees Woods vnderwoods Co^manes, Easem^t profetts Co^moditys aduantages Emoluments hereditaments & appurtenances w^{soeuer} to the same belonging, & appurtayneing to & with the same now vsed, occupied or Inioyed, as part Parcell or member there of, or of any part or parcell thereof &

alsoe all the Right Title Clayme vse possession reversion
Remajnder, & demānd w^hsoever, to the sayd p^rmisses belong-
ing or in any wise appertayneing, to haue & to hould the sayd
before hereby granted & barganed p^rmisses & euery part &
Parcell there of with the appurtenances, vnto them the sayd
Hene : Greenlād & Walter Barefoote, thejr heyres & assignes
for ever, to the sool & onely proper vse benefitt & behoofe of
them the sayd Henery Greenland, & Walter Barefoote [90]
thejr heyres & assignes for euer/ & to & for noe other vse
intent or purpose whatsoever and the sayd Abraham Corbett
for him his heyres executors & administrators, & for all & &
every of them, do hereby promiss covenant & grant to &
with the sd Henery Greenland, & Walter Barefoote there
heyres executors administrators & assignes to & with euery
of them by these Presents, that hee the sd Abraham Corbett
his heyres executors administrators & assignes shall & Will
at & vpon the reasonable request cost & Charges in the Law
of them the sd Henery Greenland & Walter Barefoote make
doe execute acknowledg, & suffer & cause & procure to bee
made done acknowledged executed & suffered all & euery
such further & other lawfull & resonable Act & Acts, thing
& things deuice & devices, assurances & conveyances in the
Law, w^hsoever for the further and more better assureing
surety, sure makeing & inioyeing of the sayd before hereby
granted & barganed premisses, & euery part & Preell there
of with y^e appurtenances, as by the Couⁿsell Learned in the
Law of them the sayd Henery Greenland, & Walter Bare-
foote shall bee reasonably devised aduised or required In
witness w^hof the partys aboue named to these Present Inden-
tures interchangeably haue sett two thejr hands & seals, the
day & yeare first aboue written/

Sealed & Delivered, & quiett & Abraham Corbett (^{his}_{seale})

peaceable possession of the

dwelling house aboue granted,

was given and delivered by the aboue named

Abra : Corbett vnto y^e aboue named Henery Greenland &

Walter Barefoote in name of possession & seizin of all other Lands tenements & Hereditam^{ts} in the Deed aboue written containd, to haue & to hould to them thejr heyres & assignes, according to y^e Teñor, true intent & meaneing of the Deede aboue written in Prsence of/

ffran : Champernowne/

George Pearson/

George Norton/

This Deed was acknowledged by
Abra : Corbett to bee his Act
& deed the 26th day of October
Dom̃: 1669 : before mee Ezekell
Knightt Assotiate/

A true Coppy of this Deed transcribed out of the originall, & there with compared this 24th day of Decembr 1670 :
p Edw : Rishworth Re Cor :

Abraham Corbett Entered Cavityon against this Instrument or Deed of Sayle aboue written, as to y^e validity of it from the true Intent of his doeing or meaneing, or
Corbetts
Caution Intention y^r in to pass away any right or title as a granter to Hen : Greenland or Walter Barefoote or either of them as a Grantee or Grantees/ from him selfe or his heyers or any properly belonging to him/ vnto whom it remajnes valid & affectuall to bee y^r firme & Inviolable right/ Entred my order of Abra : Corbett as
Attests Edw : Rishworth ReCor

Septemb^r 7th : 70 :

These Presents testify that I Joseph Penewell of Yorke Mariner for & in consideration of the some of Twenty odd pounds in hand already received of Mr Abra : Brown of Boston M^{ch}ant haue given granted barganed & sould, & do hereby give grant bargane sell assigne & make over my soole right title & Interest of one sixteenth part of a certen shipp

or vessell called & known by the name of the true dealing
of Yorke about y^e burden of 55 Tunn vnto the aforesd
Brown with all the appurtenances belonging vnto the 16th
part of the sd vessell, as now fitted for the sea,
w^{ch} part of the sayd shipp as aboue expressed,
I the sd Penwell do by these Presents sooly
grant assigne & make ouer from mee my heyres
executors & assignes vnto the aforesd Abra: Brown, his
heyres executors & assignes for euer/ In testimony whereof
I haue here vnto afixed my hand & scale this first day of
Janvary 1670:

Signed sealed & Deliverd in Joseph Penewell (^{his}_{scale})
the Presence of/

Edw: Rishworth

Job Allcocke/

Mr Joseph Penwill owned this
Instrument aboue written to
bee his Act & deed this 6: of
Janv: 70: before mee Edw:
Rishworth Assotiate/

A true Copsy of this bill of sayle aboue written tran-
scribed out of the originall & there with Compared this 9th
Janv: 70: p Edw: Rishworth ReCor:

Know all men by these Presents that I John Chirmihill do
assigne & make over all my right title & Interest
to & in this bill of sayle with all & singular the
appurtenances belonging there vnto from mee &
mine, to James grant his heyres & assignes for
ever, as witness my hand this 15: day of March 1668

Chirmihill
To
Grant

Testes William Gowen/

Allexandr Maxell his

Marke **A**

John Carmighell


his Marke/ 

A true Copsy of this assignem^t of this bill
of sayle with in mentioned transcribed
out of the originall this 17: Janvary:
70: p Edw: Rishworth ReCor

BOOK II, FOL. 90, 91.

Grant
To
M^e Intire

All my right & Interest abouesd, assigned from mee &
mine, to makem Makentyre his heyres & assignes
for euer, the day & yeare aboue written, as wit-
ness my hand/

Testes William Gowen/ James Grant his
Allexandr Maxwell Marke 
his Marke **A**/

This Assgnem^t owned by James
Grant to bee his Act & deed
this 1 : Decembr 70 : before
Edw : Rishworth Assotiate/

A true Coppy of this assignement aboue written tran-
scribed out of the originall & there with Compared this 17 :
of Janva : 70 : p Edw : Rishworth ReCor :

Pearce
To
Makeintire

Witnesseth these Presents that I John Pearce of Yorke In
the County of Yorke alias province of Mayn fish-
erman, with the free Consent of my wife Phoeby
Pearce, vpon good Considerations mee there vnto
moueing, more espetially for the some of Twenty
eight pounds, which in part I haue & am fully to receiue of
Makem Mackentyre, do grant giue sell make ouer, & Confirme
my soole right title & Interest of Two certen Tracts of Land
vizd^t forty acers of vpland, & one acer & an halfe or two
Acers of Meddow Land more or less vnto the sayd Makem
Makentyre, to his heyres and assignes for ever, which [91]
fourty acers of vpland is lijng & being on the South West side
of Mr Dummers Cove of Marsh neare to the Partings of the
River, adioyning to Phillip Addams his Land on the North
East side there of, runneing forty pooles In breadth a small
distance aboue the Marshes/ & the Tract of Marsh aboue
specifyd, lijng vpon the South West branch, on the South
East side of Yorke River, adioyning to a Pcell of Marsh
formerly Mr Edw : Johnsons, & now in the possession of

John Card: Which Tracts of vpland & Meddow Land as
 aboue bounded & expressed I the sd John Pearce in the
 behalfe of my selfe my heyres executors & assignes, from
 mee my heyres executors & assignes haue given granted
 sould made over & Confirmed the Lands aforesd with all the
 rightts Lybertys & priuiledges, & all other appurtenances
 apprtayning there vnto, with all & singular thejr p'misses
 vnto the sd Makem Makentyre vnto his heyres executors &
 assignes for ever, to haue & to hould the sd Lands free from
 all troubles & Incomberances, with out lett or Molestation
 from mee my heyres executors & assignes for ever/ onely
 the sd Makentyre payjng or causeing to bee payd such
 acknowledgm^{ts} to the Proprietor as other men do when
 demanded/ In Confirmation of every of the p'misses abouesd,
 I haue here vnto afixed my hand & seale, this 19th day of
 June In y^e 22th yeare of o^r Soueraigne Ld the King Charles
 the second/ Anno Domⁱ: 1670 :

Signed sealed & Deliverd

In y^e Presence of/


John Davess/

John Penewell/

John Pearce (his seal)

his marke 

Phœby Pearce her

marke 

John Pearce owneth

this Instrument aboue

written to bee his Act & Deede

this 27 : of Novemb^r 70 : before mee

Edw : Rishworth Assoti^e

A true Coppy of this Instrument aboue written transcribed
 out of the Originall & y^r with Compared this 17 : of Jaña :
 1670 : p Edw : Rishworth ReCor :

Where as I Sañell Austine of Wells do stand ingagd vpon
 ReCords in a bond of Two hundred & sixty pounds, as
 appears a writeing vnder my hand seale beareing date
 Novemb^r 23 : 61 : for the makeing good of an estate of Wil-

liam Storers deceased of one hundred & thirty pounds vnto
his children, for the Prformance w^rof in answere
Austin to the Courts Injunction there in, I doe by these
2 Storers Presents giue grant bargane make over & assigne
my soole right title & Interest of Two certen
Tracts & Preells of vpland & Meddow Lands, the one con-
teyned in a deed or grant made & given by John Bush vnto
Mr John & Richd Cutt, & by the sd John & Richd Cutt
Assignd vnto my selfe (onely sixteen acers of Marsh y^rin to
bee excepted more or less) the other contayned in a deed
granted by Stephen Batson vnto John Wakefeild, & by John
Wakefeild sould given & granted vnto mee, w^h lands as
aboue expressed, & mentioned In the Deeds aforesd the one
beareing date the 20th of Octobr 1666: the other the 10th of
Aprill 1658: In consideration of the filiall portions w^h I am
& stand Ingaged to pay vnto Joseph Storer & Benjamin
Storer the Two Elldest sunns of my wife, between whom the
sd Lands with all the priuiledges & appurtenances y^rvnto
belonging are to bee equally deided for quantity & quality,
& vnto whom by these Presents I doe make over vnto the
sd Joseph Storer, & Benjam^l Storer to y^r heyres executors
& assignes for ever/ as witness my hand this 31: day of
Janv: 1670:

Signed in the Prsence of

Sam^l Austine/

Shuball Dummer/

This Instrument aboue written

Sam^l Wheelwright/

owned by Sam^l Austine as his

Act & deede this 31: of Jan-

vary: 70: before mee Edw:

Rishworth Assotiate

A true Coppy of this Instrument aboue written transcribed
out of the originall & there with Compared this 2: Febru:
70: p Edw: Rishworth ReCor:

Received & accepted of Sam^l Austine our father in Law
Two certen Tracts of Lands liing in Wells as by two deeds
mentioned the one beareing date the 10th of Aprill 1658: the

2 Storer
Rec^d To
Austin

other Octobr 20 : 1666/ to bee aequally deuided
between us, in full satisfaction of all debts dues
demands, & more espetially of all Considerations
due from our father in Law the sd Sam^l Austine
for our filiall portions hereby to discharge him from the
same, & do accept of the sd Lands in full satisfaction of all
demands wthsoever from the begining of the world to this
Prsent date from o^r own fathers estate/

Onely It is to bee vnderstood that Wee the sd Joseph
Storer & Benjmen Storer In consideration of what Lands
Wee haue received own that Wee by these Presents do
stand ingag'd freely to mantayn & winter fve neate Cattle
carefully as o^r own at o^r own proper charge, for our father
in law & Mother for both or either of them see long as thejr
naturall lifes shall Continew vidz^t Sam^l Austine & Saraih
his now wife, as witness o^r hands this 31 : of Janva : 1670 :

And Wee do giue free Lyberty to father in law & o^r
Mother see long as they liue (to summer what yearelings
one or either of them shall rayse) in our pasture/

Signed In y^e Presence of

Joseph Storer

Shuball Du^mer/

Benjamin Storer/

Sam^l Wheelewright/

This writeing aboue written

owned by Joseph & Benjamin
Storer to bee y^r Act & Deed/
before mee Edw : Rishworth

31 : Janv : 70 : Assoti^e

This receipt & Ingagement aboue written transcribed out
of the originall & y^r with Compared this 2 : of Febru : 1670 :
p Edw : Rishworth ReCor :

Pischataqua in the Province of Mayn in the Colony of New
England Decembr 11 : 1666

I vnderwritten do Ingage myselfe firmly by this writeing
to pay or cause to bee payd by the last of June vpon dem^{and}

BOOK II, FOL. 91, 92.


one pound one shilling & six peence in money Sterlg or
goods aequall with It vnto Mr Richd Lockewood of the same
Colony [92] or his order, & for the Prformance here of, if
not payd according to the aboue mentioned tyme, I do
Ingage my selfe fyrmely with out any release to pay double
Dāmage, that is to say Two pounds three shil-
lings in the abouesd selfe same spetie, without
any defrayd, as witness my hand the day &
yeare aboue written/

Testes John Puddington

The marke of

Ephraim Crockett/ E

the marke of

Joane  Andrews

John Puddington & Ephraim
Crockett tooke oath in Court
that this was Joane Andrews
Act & deed/

Peter Weare Clērs

A Trve Coppy of this bill aboue written transcribed out
of the originall, & there with Compared this 23 : Febru : 70 :
p Edw : Rishworth ReCor :

Pischataqua In the Province of Mayn in the Colony of New
England Decemb^r 11 : 1666 :

Bee It known vnto all people that I Joane, the wife of
John Andrews of the aboue named Colony, bind my selfe
fyrmely by vertue of this Instrument of writeing to deliver
vnto Mr Richard Lockewood or his order vpon
D^{ts} demānd Two head of Cattle that is to say one
steare that is now about two yeares ould, & one bull Calfe
about eleven or twelue moenthis ould, safe & sound in wind
& lyme with out any defect & for the true Prformance here
of I do Ingage my selfe by this writeing to make good vnto
the abouesd Richd Lockewood w^t dāmages hee shall suffer or
sustayne If I Joane Andrews doe not deliver the aboue

named Cattle as is aboue expressed, & to firme this to bee
my Act & Deed I haue here vnto sett my hand the day &
yeare aboue written/ for Cloathing at money price to supply
my necessity/

Witnesse

John Puddington

The marke of E

Ephraim Crockett/

John Puddington & Ephraim Crockett tooke oath in
Court that this Deede hee heard owned by Joane Andrews/
Peter Weare Clerke/

A true Coppy of this Instrument aboue written transcribed
out of the originall & there with compared this 24 : Febru :
p Edw : Rishworth ReCor :

Pischataqua In the Province of Mayn In the Colony of New
England Janv : 26 : 1666 :

Know all people by this Present Instrument of writeing,
that I Joane Andrews the wife of John Andrews inhabitant
& liueing in braue boate harbour in the abouesd

D^{to} Province, do acknowledg my selfe to bee justly
indebted vnto Mr Richard Lockewood Mariner, & liuer in the
same province of Mayn, from July the eighteenth vnto this
very Present tyme the full whoole iust & reall some of foure
pounds three shillings for living & wollen to Cloath mee, &
for severall other necessarys I haue had to supply my wants
& necessitys, besides one bill of one pound one shilling & 6d
beareing date the 11th of Decemb^r Last past, for which somes
I do bind my heyres executors administrators or assignes, &
all that Wee haue & belongeth to mee & mine to make good
punctuall payment to y^e aboue mentioned Mr Richd Locke-
wood or his order & to afirme the payment of the bond
expressed foure pounds three shillings in good M^rchantable

pay, I haue here vnto sett my hand this day & yeare aboue
written/

In the Prsence of/
Thomas Witter/

The marke of
Joane Andrews/



This acknowledged before mee the day & yeare aboue
written/ Robert Cutt Just pe :

Septembr 15 : 68 : being approved of by the Court Peter
Weare Cleris/

A true Cōpy of this Instrumēt aboue written transcribed
out of the Originall & there with compared this 23 : Febru :
70 : p Edw : Rishworth ReCor :

Witnesseth these Presents that I Jonathan Hamonds of
Wells in the County of Yorke alias province of Mayn, for
diverse considerations therevnto mee mouing, & more espe-
cially for a grant of Two hundred Acers of vpland given &
granted vnto Israell Harding Smyth now of the sd Town
by the Select men in the Towns behalfe, liing & being at a
place cōmanly Called Myreland, on the backe side of Wells,
begining on the Lower end of my own Meddow next the
great swamp & soe vp the River to ruine as the Marsh runnes

to the vpper end thereof, vpon a square till two
hundred acers bee fully compleated, doe hereby
give grant bargan sell exchange & Confirme in
lew of the aforesd Land my soole Right title &

Hamond
To
Harding

Interest of a certen Tract or Preell of vpland vnto the sayd
Israell Harding being in the Town of Wells, wch Land I
formerly bought of John Barrett, the bounds thereof begining
on the South West side of the brooke cōmanly Called stony
brooke tenm pooles South Westwardly from the same, &
from thence to runne Twenty pools westward, at the high
way butting vpon Mr Samuell Whelewrights Land/ & soe
to runne vp into the Countrey as fare as other lotts are

extended, till one hundred acers bee fully Compleated/
Which Tract of Land as aboue bounded & expresd with all
the priuiledges rights Imunitys, & all other appurtenances
y^rvnto belonging, I the sd Jonathan Hamonds In the behalfe
of my selfe my heyres executors & assignes, & from mee
my heyres executors & assignes, haue granted given bargained
sould exchang'd confirmed the sayd hundred acers of
Land with all & singular the p^rmises & appurtenances, vnto
the aforesd Israell Harding his heyres executors & assignes
for ever/ to haue & to hould the same free from all troubles
& Incomberances with out lett or Molestation from mee my
heyres executors & assignes for ever/ onely the sd Harding
stands Ingag'd to pay or cause to bee payd such acknowl-
edgm^{ts} to y^e proprietor as other men do wⁿ legally demāded/
In confirmation of every of the p^rmisses I haue herevnto
afixed my hand & seale this eleauenth day of Febru : 1670 :
Signed sealed & deliverd Jonathan Hamond (^{his}_{seal})

in the Presence of,

Edw : Rishworth

Samell Wheelewright :

Jonathan Hamond owned this

Instrum^t aboue written to bee

his Act & deed this 11 : Febru :
70 : before mee

Edw : Rishworth Assotiate/

A true Coppy of this Instrument aboue written transcribed
out of y^e originall & there with Compared this 27 : of Febru :
1670 : p Edw : Rishworth ReCor :

[93] Witnesseth these Psents that I Israell Harding
bla : smyth now resident at Wells In the County of Yorke,
alias Province of Mayn for diverse considerations therevnto
mee moueing, & more espetially for one hundred acers of
Land w^{ch} Jonathan Hamond formerly bought of John Bar-
rett, & now hath given granted exchanged
assignd vnto mee do hereby giue grant bargan
sell exchange assigne & Confirme vnto the sd
Jonathan Hamonds his heyres & assignes, in lue

Harding
To
Hamond

of the afore sayd hundred acers of Land, my soole right title & Interest of a Certen Tract or Preell of Land given & granted mee by the Towns men of Wells in the behalfe of the sd Town, contayneing the full quantity of Two hundred acers of vpland, liing at a place comānly called Myre Land, on the backe side of Wells, begining on the Lower end of Jonathan Hammonds his Meddow, next a great swamp & soe vp the River to rynn as the Marsh runnes to the vpper end thereof, vpon a square till two hundred acers of Land bee fully compleated/ w^h sd Tract of Land as bounded & aboue expressed, with all the priuiledges rights imunitys & all other appurtenances there vnto belonging, I the sayd Israell Harding, In the behalfe of my selfe my heyres executors & assignes, & from mee my heyres executors & assignes, haue granted given barganed sould exchanged confirmed the sd Two hundred acers of Land, with all & singular the Premisses & appurtenances vnto the aforesd Jonathan Hammonds, his heyres executors & assignes for ever : to haue & to hould the same free from all troubles & Incomberances with out lett or Molestation from mee my heyres executors & assignes for ever/ onely the Hammonds stands ingag'd to pay or cause to bee payd such acknowledgm^{ts} to y^e proprietor as other men do, wⁿ demanded Legally/ In confirmation of euery of y^e Premisses I haue herevnto afixed my hand & seale this 11th day of ffebru : 1670 :

Signed sealed & Delivered/

Israell Harding (^{his} _{scale})

In the Presence of/

Israell Harding owned this

I dw : Rishworth/

Instrum^t aboue written to

Sa^mu^{el} Wheelwright/

bee his Act & deede/ this
xj day of ffebru : 1670 :
before mee

Edw : Rishworth Assotiate/

A true Coppy of this deed or Instrum^t aboue written transcribed out of the originall & there with Compared this 28 : day of Febru : 1670 : p

These Presents bindeth mee Richd Cummings of Sacoe my
 heys & assignes, in considerations of severall writeings &
 transcripts of Cases done for mee by Edw : Rish-
 worth ReCor : to pay or cause to bee payd vnto
 the sd Rishworth or his assignes the Just some
 of Three pounds three shillings, in Current New
 England silver at his house at Yorke, at or before the last of
 Octobr next Insueing, or otherwise I y^r sayd Richd Cum-
 mines do Ingage to deliver vnto the sd Rishworth or his
 order soe many bushts of good M^rchtable Wheate at his
 house at yorke at Current money price free of all charge by
 or at y^e same tyme, as shall bee æquielent to soe much
 money/ or otherwise to forfett a double assumpsett, as
 Witnes my hand this 30th day of August 1670 :

Signed In y^e psence of/

Richard *R* Cummines

John Morrall/

his marke

Joane Bray her marke/ *EB*

A true Coppy of this bill transcribed
 out of the originall & y^r with Com-
 pared this 4th : of March 1670 :
 p Edw : Rishworth ReCor :

Know all men by these Presents that I Richd Pomrey of
 the Yles of shoales fisherman, being Justly Indebted vnto
 Tho : Danjell of Portsmouth vpon Pischataqua
 River M^rchant one hundred Twenty & eight
 pounds, do by these Presents sell & make over
 vnto the sd Daniel his heyres executors or
 administrators my now dwelling house, stage & Morrings,
 vpon hogg Yland to haue & to hould as his proper right &
 Interest vntill hee the sd Daniell bee fully satisfyd & payd
 what shall bee lawfully due to him, & do avouch this my bill

Pomrey
 To
 Daniel

of sayle from all Prsons w^hsoever, being my proper Act & deed as witness my hand & seal this 22th of Octobr 1670 :

Signed sealed & Deliverd

Richad Pomoroy (^{his}seale)

In the Prsence of us/

William Anttobus

John Jacob/

A true Coppy of this Deed transcribed out of the originall this 10th of March 167 $\frac{1}{2}$ p Edw : Rishworth ReCor :

Bee It known vnto all men by these Presents, that I John ffenicke of the Town of Kittery in the County of Yorke here In New England Seaman, for an consideration of the
Fennick
To
Lewis
sume of Thyrtty seaven pounds, & tenn shillings
in hand to mee payd, before the Insealeing &
Delivery hereof, by Peter Lewis of y^e Yles of
shoales, w^hof the receipt I acknowledg by these
 Prsents, & where with I acknowledg my selfe fully satisfyd & content, do acknowledg to haue barganed & sould, & do by these Prsents bargane sell aliene assign & sett ouer vnto the sd Peter Lewis his heyres executors administrators or assignes for euer, one Messuage or tenement with Twelue Acers of vpland, vpon w^h the same standeth, with twelue acers of Land that was formerly in the Tenour & occupation of John ffenicke, & is seituat lijn & being in a Cricke, comāly known by the name of spruse Cricke, In the Townshipe of Kittery aforesayd, and is bounded by a Necke of Land on the North Called Pyne poynt on the South side, & a Necke of Land on the North side Called the burned Necke, fronting on the sd spruse Cricke on the West Contayneing about Twenty foure pooles in the breadth on the ffront, & soe runing backe [94] vpon an East lyne eighty pooles, or soe farre as may Compleate the sayd Twelue acers, togeather with y^e woods vnderwoods, Tymber

& Tymber trees, pouds Rivers Crickes there vnto belonging with all appurtenances appeartayneing, to bee to the onely vse & behoofe of the sayd Peter Lewis, his heyres executors administrators and assignes for ever, without any lett Molestacion or denyall, of mee the sayd John ffennicke my heyres executors or assignes, hereby promissing vnto y^r sayd Peter Lewis, that these barganed Premises at the sayle here of, to bee free & Cleare from all gyfts, grants Morgages sayles, troubles Incomberances of any kind whatsoeuer, hereby promissing to defend the Title of the afore barganed Premises against all manner of Prsons whatsoeuer laijng a lawfull Clayme vnto the same, & to giue vp all writeings Concerneing the same, fayrly written & vncancelled & here vnto Wee John ffennicke, & Deborah my wife bind us our heyres executors administrators vnto Peter Lewis, his heys executors administrators or assignes/ In witness w^rof Wee haue here vnto sett our hands & seales, the Thyrteenth day of March one thousand six hundred & seaventy, and In the 23 yeaere of the Reign of our soueraign Lord, Charles by the grace of god King of England Scotland, France, & Ireland, Defend^r of the faith &c :

Witness/

Edward Chambers/

Richd Lockewood/

Deborah Lockewoods

Marke  /

John ffennick ^(his seal)

The Marke of 

Deborah ffennick ^(her seale)

John ffennick & Deborah ffennick his wife came & acknowledged this Instrument or writeing was thejr Act & Deed this 17 : of March 167¹ before mee John Ciutt Commissio^r/

These Presents witness that John ffennick hath given vnto Peter Lewis quiett & peaceable possession by Turffe & Twigg according to Law of the house & Land expressed in this Deed,

as witness my hand this seaventh day of March one thousand six hundred & seaventy/

Testes

John fennick/

John Phillips

his marke/ *FP*

Dygory Jeffery

his marke *D*

A true Coppy of this Instrument
aboue written with the acknowl-
edgm^t thereof, & possession given
by John fennicke vnto Peter Lewis,
transcribed out of y^e originall &
y^r with compared this 18th day of
March 1677 p Edw : Rishworth

ReCor

The 27th of Aprill/ 1670 :

Know all men by these Presents that I John Bush of Cape Porpus, haue sould vnto John Barrett of Cape Porpus, haue barganed & sould vnto John Barrett, Tenn Acers of sault Marsh lijug on the South side of the Little River Joyneing to y^e Town which tenn Acers formerly bought of Roger

Willine hee was one of the first Inhabitants of

Bush

this place, & payd all dues & dutys for It/ I the

To

Barrett

sd John Bush do by these Prsents ratify Con-

firme vnto the sd Barrett to him & his heyres for

ever, the aforesd Tenn Acers of Marsh, In consideration thereof I the sd John Barrett do ingage my selfe & my heyres executors & assignes to pay vnto John Bush the Just some of seaven pounds In M^{ch}ant^hle Corne wheat & Indean Corne to bee payd at or before the Twentieth of December next Insueing, & in consideration of the trve & just some of, I the sd Bush do bind my selfe my heyres executors & assignes for the true Prformance here of to Defend the sd Barrett against anie that layes Clayms to the sd Marsh of

w^h I the sd Barrett haue formly haueing possessed the sd
Marsh by order of mee John Bush/

Witness/

Andrew Alger/

Richd Hickee/

The Marke of John Bush



(his
seal)

Andrew Alger & Richard Hickee

do Attest vpon thejr oaths that this
aboue written was the Act & Deed
of John Bush as Attests Edw : Rish-
worth ReCor :

Grace Bush widdow of John Bush deceased, owned shee
Consented to the aboue written bill of sayle, & affirmed that
shee was Prsent & did see John Bush her deceased husband
signe seale & deliver this writeing or bill of sayle as his Act
& Deed/ acknowledged before us this 23 : of August/

Bryan Pendleton

Fran : Neale

Assotiats

A true Coppy of this Instrument

aboue written transcribed out of the originall

& there with Compared this 30 : of March 1671 :

p Edw : Rishworth ReCor :


Know all men by these Prsents, that I William Phillips,
with Bridgett Phillips my wife, now resident in Sacoe In
New England, being the Just proprietoe & owner of a Tract
of Land, contayneing four hundred Acers of Land, liing &
being in the reare of one hundred acers of Land commanly
known by y^e name of West Poynt, & sometyme belonging
vnto the sd John West, which [95] foure hundred acers of
Land is to answere, & Joyne to the aforesd hundred Acers
of Land aboue expressed as alsoe one Yseland, before the
Mouth of the little River, known by the name of Tymber
Ysland, neare vnto the house of William Scadlocks ; all w^{ch}

Premisses aboue expressed, for & in Consideration of foure
 scoore & tenn pounds Stertg to mee already
 W^m Phillips payd, by Cap^t Bryan Pendleton of pischataqua,
 To do by these Presents grant bargan sell allien and
 Bryan Pendleton sett over, & hereby do fully clearly & absolutely
 grant bargan sell alienate & sett over, vnto the sd Bryan
 Pendleton his heyres, executors administrators & assignes
 for ever, the aforesd Lands, togeather with all the thinges
 any ways belonging vnto the sayd Lands, here by men-
 tioned or Intended, to the onely proper vse & behoofe of
 him the sayd Pendleton, his heyres executors administrators
 & assignes, to haue and to hould, & quietly to Inioy for
 ever; And Wee the sayd William & Bridgett Phillips
 Joyntly & severally do bind our selues our heyres executors
 administrators & assignes, vnto the sd Bryan Pendleton his
 heyres executors administrators & assignes that neither Wee
 nor any other for by or vnder vs, shall molest Interrupt or
 disquiett the aforesayd Pendleton, his heyres executors
 administrators or assignes, vnder any Pretence whatsoever,
 for ever/ In witnes where of Wee the sayd William &
 Bridgett Phillips haue sett to our hands and seales this
 fourth day of May one thousand six hundred sixty foure/

Signed sealed & delivered/ William Phillips (^{his}seale)

In the Presence of us/ Bridgett Phillips (^{her}seale)

ffrancis Littlefeild Senjo^r

Walter Penewell his This Instrument was this day owned
 Marke  & acknowledged, by Major Wil-
 liam Phillips & Bridgett his wife,
 to bee thejr Acts & Deeds before
 mee Francis Hooke Co^misso^r/

A true Coppy of this Deed or Instrument aboue written,
 transcribed out of the originall & y^rwith Compared this 14 :
 day of Aprill 1671 : p Edw : Rishworth ReCor :

Bee It known vnto all men by these Presents, that I Sam̄u-
uell Symonds of Ipswich, In the County of Essex In New
England Gent: vpon good Considerations y^rvnto mee moue-
ing, haue given & granted, & by these Presents do give
grant & Confirme, to Thomas Estman one hundred & fiuety
Acers of Land Meddow & pasture, sett lijng & being in
Coxhall (It being Preell of one thousand acers which I had
of my sonne Harlakinden Symods) In the County of Yorke
shyre In New England aforesd/ To haue & to hould the
sayd one hundred & fiuety Acers, with all & singular its

Sam^{ll}
Symonds
To
Estman

app^rtenances vnto him the sd Thomas Estman
his heyres & assignes for ever/ And I doe here
by promiss Covenant & grant to & with the sd
Thomas Estman his heyres & assignes, that they

shall quietly & peaceably Inioy the Premisses, with out any
Lawfull Act of mine, my heyres & assignes or of any law-
fully Claymeing from by or vnder mee for ever/ In witnes
w^{of} I haue here vnto sett my hand & seale the 26th of July
Año : Dom̄ 1670 :

Signed sealed & Deliverd

Sam̄uell Symonds (^{his}_{s ale})

In the Presence of us/ Acknowledged before mee 24:

James Chute Junio^r Octobr 1670 : Daniell Denison/

John Greaves/

A true Coppy of this Instrume^t aboue written transcribed
out of y^e Originall & there with Compared this 14: of Aprill
1671: p Edw : Rishworth ReCor :

Bee It known vnto all men by these Presents, that Hare-
lakinden Symonds of Ipswich, late of Glowster

Har. Symonds
To
Estman

In the County of Essex In New England, gent:
hath given & granted barganed & sould, to
Thomas Estma[~]: one hundred acers of Land,

Meddow & pasture with y^e appurtenances Sett, lijng & being
on the Western side of the River called Kenebunke River,

adiaycent to a pond a small brooke runneing out thence
there lijng Meddow ground about six acers bee It more or
less/ In the County of Yorke shyre, w^h parcell of Land is
part of the Tract of Land purchased of John Bush & Peter
Turbutt, as appeareth by the ReCords of Yorke Shyre/ to
haue & to hould the sd hundred acers of Ground, to him the
sayd Thomas Estman his heyres & assignes for ever/ In wit-
ness where of the sd Harlakinden Symonds hath here vnto
sett his hand & seale the sixth day of August 1670 :

Signed sealed & Deliverd	Harlakinden Symonds (^{his} _{seale})
In the Presence of us/	This was acknowledged by the sd
James Chute Junjo ^r /	Harlakinden Symonds to bee
John Greaves/	his Act & Deed vpon the first
	day of August 1670 : before
	mee Samell Symonds

A true Coppy of this Instrument aboue written transcribed
out of the originall & there with Compared this 15th day of
Aprill 1671 : p Edw : Rishworth ReCor :

[96] I George Norton do by these Prsents Covenant
bargane obleidg & agree to & with Walter Barefoote Henery
Greenland & Robert Marshall, to abate release & discharge
the sd Barefoote Greenland & Marshall & every
of them, of one fourth or quarter part of what
our former couenant vnder all o^r hands doth
express, provided always the sayd George Nor-
ton is to bee payd In money, or æquivalent in
other pay to money/ to the true intent & meane-
ing of all the aboue written, Wee do each & euery of us
Ingage our quarter parts or whatsoever Interest Wee haue
of the Pinke Lenham built by the abouesd Norton to stand
to, & mantayne as abouesd/ & further more I Robert Mar-
shall doe Ingage to bring or cause to bee brought all the
Rigging fitted for the sayd Pinke, aboard the sd Pinke the

Norton
To
Barefoot
Greenland
&
Marshall

next day following the date here of, as Witness our hands
the 24th day of May 1671 :

Testes/

Richd Lockewood/

Thomas Read/

George Norton

Walter Barefoote

Hene : Greenland

Robert Marshall

A true Coppy of this

Couenant & bargan

aboue written transcribed

out of the originall & y^rwith

compared this 29th May : 1671 :

p Edw : Rishworth ReCor :

To all Christean people to whom these Prsents shall come,
Roger Playstead of Kittery In the County of Yorke now In
the Massatusetts Jurisdiction In New England Gentle : &
Olive his wife send greeteing/ Know yee, that I the aboue
mentioned Roger Playstead, & Olive my wife for diverse
good Causes & Considerations vs moueing there vnto, more
espertially for & in consideration of the some of eight thou-
sand foote of M^rchand^e pine boards In hand received, before
the signeing & sealeing here of, of Geo : Broughton & John
Broughton where with Wee acknowledg o^r selues fully satis-
fyd, contented & payd & y^rof & of every part & Preell
there of, do acquitt & for ever discharge the sayd Geo :
Broughton & John Broughton thejr heyres & assignes, by
these Prsents haue absolutely given granted barganed sould

Alyend Enfeoffed & Confirmed, & by these Pres-

Plaisted

To

2 Broughtons

ents do absolutely give grant bargan sell aliene

Enfeoffe & Confirme vnto the aboue named George

Broughton, & John Broughton, a peece or Preell

of Land being by estimation about three Acers bee It more
or lesse, being next to the Salmon ffall Mills, being butted &
bounded as followeth, vizd^t bounded on the South Easterly
side of It, with the high way that comes down to y^e Sallmon^d

Fall Mills, And on the East end of it with the Country high way; being In breadth at the Easterly end eighty one foote to a marked post, & from thence to runne downe towards the River to the vpper end of the Logg fence, & from thence by the logg fence down to the Salmond Fall River, the Westerly end whereof being bounded with the sayd River/ to haue & to hould the aboue mentioned peece or Pcell of Land to you the sd Geo: Broughton & John Broughton thejr heyres & assignes for ever, to thejr onely proper vse benefitt & behoofe for ever; And the sd Roger Playstead & Olive his wife, for them selues thejr heyres & assigns do couenant promiss & grant to & with the sd Geo: Broughton & John Broughton thejr heyres & assigns, that they the sd Roger Playstead & Olive his wife haue in y^m selues good Right full pouer & Lawfull authority the aboue given & granted p^misses to sell & dispose of, & that y^e same & every part & Pcell thereof are free & Cleare, & freely & Clearly acquitted, exonerated & discharged off, & from all & all manner of former Gyftts grants leases Morgages Wills Intayls Judm^{ts} executions pouer of thirds & all other Incomberances of what nature & kind soever; had made done acknowledged, committed or suffered to bee done or Committed; W^hy the sd George Broughton, or John Broughton thejr heyres or assignes shall or any wayes bee Molested in, Eviected, or Eiected out of the aboue granted p^misses, or any part or Pcell thejr of, by any Prson or Prsons whatsoever, haueing Claymeing or Pretending to haue or Clayme any Legall Right title Interest Clayme or dem^and of in or to the aboue granted p^mises. And the sayd Roger Playstead, & Olive his wife doe for them selues, thejr heyres executors administrators & assignes, covenant promiss & grant to & with the sd Geo: Broughton & John Broughton thejr heyres & assignes the aboue granted peece or Pcell of Land to warrant & for ever Defend by these Presents/ In witness whereof the sd Roger Playstead, & Olive his wife haue herevnto putt y^r hands & seals this eighteenth day of

Aprill, In y^e yeare of o^r Lord one thousand six hundred
seaventy one/ & In the three & twenteth yeare of y^e Reign
of o^r Sovereign Lord Charles the (2) of England Scotland
France & Ireland King Defend^r of the faith/

Signed sealed & Delive^d

Roger Playstead (^{his}_{seal})

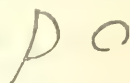
In the Prsence of, us

Olive Playstead (^{her}_{seal})

Henery Wright/

her marke

James Playsted/



Kittery the 22th of May 1671 : Mr Roger
Playstead & Olive his wife, acknowl-
edged this Instrument to bee thejr free
Act & Deede, & the sd Oliue rendering
vp his thj^{rds} & Right of Dowry at y^e
same tyme, before mee Elyas Styleman
Commissio^r/

A true Coppy of this Instrument or Deed aboue written,
transcribed out of originall & there with Compared this 30th
day of May 1671 : p Edw : Rishworth ReCor :

Att a Town meeteing at Kittery the 8th of Aprill 1651 :

Kittery To Spencer & Chadbourn	It is ordered at this Town Meeteing, that Thomas Spencer & Humfrey Chadborne to them thejr heyres or assignes for ever shall haue Namly Tomtinkers swampe & fivie hundred pine trees besids allotted vnto them by the Townsmen when Mr Lead ^r comes/
--	--

And It is further ordered that Thom^s Spencer & Humfrey
Chadborne thejr heyres or assignes for ever shall haue free
passage for the bringing of Tymber down the little River
vnto thejr Mill/

It is further ordered at the same Meeteing that Humfrey
Chadborne shall haue to him & his heyres or Assignes for
ever thyrty Acers of Meddow by or Adioyning to [97] a
pond commanly Called by y^e name of Sacoe Pond/ this

grant of Meddow layd out June 14 : 1653 : by Cap^t Nicho :
Shapleigh Nicho : Frost & Anthony Emery Select men/

May : 24 : 1652 :

Wee the Select Townsmen for Kittery haue granted &
D^{itto} Lotted vnto Humfrey Chadborne his heyres or
assignes for ever all that Land y^t lyeth between
Mr Thomas Broughtons, & Mr Richd Lead^{rs} bounds, & soe
backwards into the woods by the same lyne of Mr Lead^{rs},
& Joyneing vnto It, with all the Tymber vpon the sd Tract
it being two hundred Acers, & this lott was bounded by the
select men the 12 : of Aprill 1654 : Namly Mr Nic : Shap-
leigh, Mr John Wincoll & Anthony Emery Townsmen/

May : 24 : 1652 :

Wee Townsmen for Kittery haue Lotted vnto Humfrey
Chadborne & Thomas Spencer thejr heyres or assignes for
D^{itto} ever, five hundred of pine trees that was given
them at a Town Meeteing, at Kittery & stands
vpon ReCord/ & Wee haue given them all the rest of the
pines that are in the same swampe where Wee Lotted them
out/ It being the next great swampe beyond Tomtinkers
swampe, of note, & hath on the South West side a peece of
Land lotted vnto Willi^m Spencer/ It being bounded on the
North East side with y^e same swampe & on the South West
side with a little swampe, that hath some pynes growing In
it/ soe the lott runnes between the same bounds named from
the little River to his fathers Thom^s Spencers Meddow/ lijng
at the vpper end of the sd lott/

May 24 : 1652 :

Wee the Townsmen for Kittery haue lotted & granted vnto
D^{itto} Humfrey Chadborne his heyres & assignes for
ever, one hundred Acers of Land next adioyne-
ing to a certen Meddow of thirty acers that was given him
at a Town Meeteing at Kittery & stands vpon ReCord
beareing date the eight day of Aprill 1641 :

June 24 : 1659 :

Granted vnto Humfrey Chadborne by the Select Townsmen
for Kittery & vnto his heyres & assignes, for ever
D^{to} one hundred Acers of Land more to bee layd
out, vnto one hundred Acers that was granted him before
at Kittery & stands vpon ReCord beareing date the 24 of
May 1652 : this lott to begine at y^e vpper end of y^e pond/

Nic : Shapleigh/

These are true Coppys taken out of y^e
Town booke of Kittery & subscribed
by the select men/

Tho : Withers/

James Heard

John Symonds

A true Coppy of these grants aboue
written transcribed out of a Coppy
there of, & therewith compared this
31 : day of May 1671 :

John Dyament :

Miles Tompson/

p Edw : Rishworth ReCor :

Know all men by these Prsents that I Bryan Pendleton of
Winter Harbour in the County of Yorke, for the Intyre affec-
tion that I beare vnto my Grandson (now my adopted Sun)
Pendleton fletcher, haue freely & absolutely given granted
& by these Prsents do give & grant vnto him the sd Pendel-
ton fletcher & to his heyres for ever, all my necke of Land
on which I now lue extending as fare as the Mill, togeather
with two Yslands, Comanly called Wood Ysland & Gibbines
Ysland, with nineteen Acers & an halfe of Meddow liing on
the West side of the little River, with one hundred Acers of
vpland belonging to it, the Meddow marked & bounded with

hooles & trenches digged about it, & compasseth

Pendleton
To
Fletcher

about an Ysland Commanly called Scadlocks

Ysland, as alsoe two acers 3 quarters of Meddow

liing over against the sd Meddow on the other

side of of the Rjver Eastward, togeather with my dwelling
house & other houseing vpon it with all the priuiledges &

appurtenances belonging to the sd Necke of Land, with halfe
y^e stocke vpon the same: provided that If hee y^r sd Pendle-
ton fletcher dy before hee come to age, or after hee is at age
shall dy with out any heyre lawfully begotten by him, that
yⁿ the Premisses & all & singular of them shall fall vnto my
sonn James & after him to his children the valew of it to bee
æqually deuided amongst them: always reserving to my
selfe & wife, or the longest liver of us the liueing on, &
Improuem^t of, or benefitt ariseing from the Whool, dureing
the naturall life of us or either of us, any thing in the p^rmisses
to y^r Contrary, notwithstanding. Finally I appoynt & ordayn
my beloued frejnds Mr Josua Moodey & Mr Richd Martine
to bee ffeoffees in trust for y^r estate & Gardians to the child
dureing his Minority, that soe both the estate may be lookd
after, & the child taken care for, after my death, If I dy
before the Child comes to age/ In witness to the premisses
I haue here vnto sett my hand & seal this twenty fifth of
May one thousand six hundred seventy one/

Signed sealed & Deliveĩd

Bryan Pendleton (^{his} seal)

to the ffeoffees in trust

in the behalfe of the child/

this 25 of May 1671 :

Portsmoth 25 : 1671 : Major

Bryan Pendleton acknowl-
edged this Instrument to
bee his free act & Deed,
before mee Elyas Styleman
Commissio^r

In Prsence of us/

James Bayley

John Hill/

A true Coppy of this Deed of gyft or Instrum^t aboue writ-
ten transcribed out of the originall & there with compared
this first day of June 1671 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that John Wincoll of
Kittery In the County of Yorke, for valewable Consideration
already received of Beñonie Hodgden of the same Town, to

full content & satisfaction before the writeing hereof, hath
 given granted barganed sould Infeoffed & Con-
 firmed & doe by these Presents for him selfe his
 heyres executors & administrators giue grant
 bargan sell Infeoffe & Confirme vnto the aforesd

Benonie Hodgden fiftety Acers of Land scituate & being In
 the Town of Kittery aforesayd, & bounded on the South
 with the Land of Richd Tozier, the West with the River that
 parts Dover, & Kittery, the North the Land of the sd John
 Wincoll, & the East with Coman Land/ Which fiftety Acers
 of Land, is [98] the one halfe of that hundred Acers, wch
 the Town of Kittery formerly granted vnto the sd Wincoll,
 & now by the sd Joⁿ Wincoll sould vnto y^e sd Benony
 Hodgden, to haue & to hould the sd fiftety acers of Land
 with all y^e appurtenances & priuiledges y^rto belonging vnto
 him y^e sd Benony Hodgden his heyres executors administra-
 tors or assignes for ever; onely It is to bee vnderstood, that
 this sayle doth not extend to a small peece of the sd Land
 of about an Acer by the River side & Joyneing to Richard
 Toziers lott, & fenced in with the sd Toziers fence/ Which
 sd small peece of Land the sd Wincoll gaue to y^r sayd Tozier
 In Consideration of the Damage the Mill Dame did vnto the
 sd Toziers Meddow/ & for Confirmation of the treuth here of
 the abouesd John Wincoll hath sett his hand & seale this
 31 : day of May 1671 :

Signed sealed & Delivered In

John Wincoll (^{his}_{seale})

the Presence of us/

Edw : Rishworth

Susanna Rishworth

This Instrum^t within written owned

by Cap^t John Wincoll as his Act

& Deede this 31 : of May 1671 :

before mee Edw : Rishworth

Assotiate/

A true Coppy of this Instrument aboue written transcribed
 out of the originall & y^rwith Compared this ffirst day of
 June 1671 : p Edw : Rishworth ReCor :

July : 6th 1671 :

Possession & seizin was given by Twidg & Turffe of the Necke of Land at Blacke Poynt by Hene : Jocelyn Esq^r to Josua Scottow in lew of y^r whoole Contayned in this Morgage/

In the psence of us/ { Witness our hands this 25th of
 Samell Cheevers/ { July 1668 : Samell Cheever
 & William Pittman/ { Willia^m Pittman/

Taken vpon oath March 23 : 1671 before Edw : Ting

Assistant

A true Coppy of the possession given transcribed out of y^r originall this 6 : July 1671 : p Edw : Rishworth ReCor :

Cole & Pudington
 To Johnson

This Indenture wittneseth that we Nicolas Cole and John Pudington both of Capporpus in the Province of maine doe fully and truly make ouer vnto ffrancis Johnson of Boston his heirs executors Administrators or Assignes all our full proprietie of Land and houseinge in Capporpus aforesaid, that is to say one hundred Ackers of vpland and sixteen Ackers of salte meddow beinge the proper estate of me Nicolas Cole wth the house that is now bilte as allsoe one hundred Ackers of vpland and thirteen Ackers of Salte meddow w^{ch} land beinge the proper estate of me John Pudington wth the house that stand one it all w^{ch} Lands beinge two hundred Ackers of vpland and twentie nine Ackers of Salte meddow be it more or Lesse accordinge to the grante giuen to both vs, And likewise our fishinge boat that is in our possetion with Road grappell sailes and all other necessarys that belongs to her all w^{ch} Land houseinge and boate we doe as aboue make ouer vnto the said Johnson and his heirs as aboue exprest for the payment of a due debt vnto the said Johnson w^{ch} debte is to be paid as ffolloweth ; fiftie pounds in good marchantable ors at two pence a foot from sixteen to six and

twentie foot p ore at a convenient place in Capporpus wheir
a boate may take them in by the laste of Aprill next and
what debte is truly more Due vnto the said Johnson we
promise to pay in good dry fishe at price Corant the fouer-
teenth of October next after And if the said payments be
faithfully made and donn then the aboue said Ingagmente of
houses Lands and boate to be voyd if not it shall be lawfull
for the said Johnson to take full possetion of the aboue
said houses Lands and boate vnto all w^h we the said Nicolas
Colle and John Pudington doe binde vs our hears executors
Administrators & Assignes for the true performance of the
aboue said Condition as wittnes our hands the tenth of June
Anno 1666

Wittnes heervnto

Nicolas Cole

Griffine / mountigue his marke

John Pudington


William O Renouls his marke

A true Coppy of this Instrument transcribed out of y^e
originall & y^rwith compared this 15: July: 1671: p Edw:
Rishworth ReCor:


Wittnes these p^rsents that wheiras their was a morgage of
houses and lands & a shallope made by vs John Pudington
& Nicolas Cole both of Capporpus in the Countie of yorke-
sheer New England; w^{ch} morgage was made vnto ffrancis
Johnson of Boston marchant for a Considerable some and
we not able to make satisfaction for the originall debte are
willinge to giue vnto the said ffrancis Johnson willinge and
free possetion of the houses Lands and Shallop accordinge to
the morgage of the same bearinge date the tenth of June
one thousand six hundred sixtie & sixe.

Now knowe all men by these p^rsents that we John Pud-
ington and Nicolas Cole wth the Consente of our wiues haue
deliuered & full possition giuen vnto ffrancis
Johnson of Boston and his hears for euer to haue

and to hould all and Singuler the said houses Lands and Shallop; that is to say the house and land of me John Pudington wth Lands Containes one hundred Ackers of vpland and thirteene Ackers of salt marsh be it more or lesse accordinge to my grante laid out to me. And allsoe the house & land of me Nicolas Cole wth land is one hundred Ackers of vpland and sixteen Ackers of med-low be it more or lesse, And the shallop wth is apertaininge to both of vs wth is accordinge to the morgage baringe Date the day and yeare aboue expreste, All wth houses Lands & shallop wee haue deliuered and giuen free possession of; by the ordinary way of Deliuey that is to say by giueinge possetion of the houses and Shallop by possetion and the lands by twige and turfe And we the said Pudington and Cole do binde or selues or heirs executors Administrators and Assignes to maintaine the saile and Deliuey of all the aboue said premises; againste any that shall lay any Claime to any parte or parsell of the aboue exprest as witnes of hands and seales this sixt day of October one thousand six hundred sixtie & eight, 1668






Signed sealed and deliuered That is to say all the right and
in the p^rsence of vs title that neather we nor any
Griffin mountigue by vs neather hears nor any
his  marke other shall make any Claime
Simon Bussie to it but we to stand & defend it.

his  marke

John Pudington & seale 
mary Pudington

A true Coppy of this

Instrum^t aboue written
transcribed out of y^e orig-
inall & y^rwith Compared
this 15: July: 71: p
Edw: Rishworth ReC^{or}:

her  marke & seale 
Nicolas Cole & seale: 
Jane Cole her
marke  & seale 



wells 5th: 5^{mo}: 70) Grifine mountigue and Simon Bussie beinge
sworne doe say that they saw John Pudington and mary

his wife & Nicolas Cole & Jane his wife signe seale and
 deliuer this Instrum^t as their ioynt act & deed to ffra:
 Johnson & that they allsoe gaue him possetion of the bar-
 ganged premises Tho : Danforth
 possetion taken this 9th July 1670 p ffancis Johnson of
 the houses and lands wth all the aportenauncis belong-
 inge to Nicolas Cole & John Pudington accordinge to this
 Instrument before Brian p . . dl . ton Assosiate
 Wittnes to the possetion George ffoxwell
 Thos

[99] Wittnes these p'sents that I William Renols of
 Kenibunke in the p'senks of Capporpus in the prouence of
 mayne New England haue sould and Deliuiered into the
 hands and haue giuen full possetion vnto ffancis Johnson of
 Boston New England aforesaid all my Land Lieinge and
 boundinge on the land of my ffather William Renols one the
 North Weste and soe into woods towards Capporpus the
 quantitie of w^{ch} Land is two hundred Ackers of
 vpland and fiue Ackers of marsh; w^{ch} Land I
 the said William Renols doe passe ouer vnto the
 aboue said ffancis Johnson his heirs executors
 Administrators or Assignes for euer as wittnes my hand this
 firste of June one thousand six hundred sixtie and seauen.

The condition is that if the said William Renols shall pay
 or Cause to be paid vnto ffancis Johnson or his Assignes
 the full and Juste some of seauenteen pounds six shillings
 and eleaven pence in maner ffollowinge that is to say nine
 pounds at or vpon the laste of may next and eighte pounds
 six shillings and eleauen pence the laste of September next
 after in Corrant fishe Corne or Cattell at price Corant in
 New England then the aboue obligation to be voyd or else
 to stand in full force and vertue wheirvnto I william Renols

binde me my heirs executors Administrators and Assignes
as witness my hand the day and yeare aboue written

This Deed signed sealed and Land William Renols
deliuered in the p'sence of his marke  and seale 
Nicolas Cole

John Pudington William Renols appeared before me
the 27 of June 1671 and did
acknowledge that this Instru-
mente to be his acte and Deed
before me Bryan Pendelton

Asosiate

A true Coppy of this Instrum^t transcribed out of y^r
originall & y^rwith examined this 15 : July 1671 :
p Edw : Rishworth ReCor :

This Indenture wittneseth that I Phillipe Hatch of yorke
in the Countie of yorkesheer wth the Consent of Patience
my wife for and in Consideration of his pte of a bill w^{ch} was
prosecuted in Courte held in yorke aforesaid the fifteenth of
September laste w^{ch} bill was Joynte and severall betwene me
the aboue said Phillipe Hatch and James Dixie
the varde^t of the Courte wth the Charge came
to the some of twelue pounds three shillings and
six pence and I not at p^rsente not able to pay my
halfe pte w^{ch} is the some of six pounds one shillinge and
nine pence, doe hereby acknowledge to haue deliuered into
the hands of ffancis Johnson of Boston (vnto whom the
debt is due) to him his heirs executors Administrators or
Assignes for euer one psell of Land containinge fve Ackers
more or lesse as it was laid out w^{ch} Land Lieth vp yorke
riuer and is bounded one ffreathies Land one the este and
ould Robart Knights one the weste w^{ch} Land I doe deliuer
one these tarmes that if I the said Phillip Hatch can dispose
of itt to my advantage betweene this and the twentieth of

Hatch
To
Johnson

may next and the pay to remane in the purchessers hands as
equivolente to oyle or fishe deliuered at Boston, then I the
said Francis Johnson doe promise to accept of it and if it be
not sould by me Phillipe Hatch before the time aboue
exprest then it shall be Lawfull for the said Francis Johnson
to make saile of it as he cann and what it coms shorte of the
aboue said some, I the said Hatch promiseth to make it vp
in the like pay aboue expreste vnto all w^{ch} we the aboue said
Phillipe Hatch and Patience my wife binds o^r selues o^r hears
executors Administrators and Assignes fearnly as wittnes o^r
hands this twentie six day of October 1668

Hhillip *PH* Hatch marke & seale O

Patience *PH* Hatch marke & seale O

Signed sealed & deliuered in
the p^rsence of George Snell

John *X* Brane his marke

A true Coppy of this Instrum^t
aboue written transcribed out of
the originall this 15 : July 71 :
p Edw : Rishworth ReCor :

This Instrum^{te} was acknowledged 27th : 8^m : 1668
before me John Allcocke Comitionor

These Prsents testify that I James Pendleton of Ports-
mouth in Pischataq River M^rchant by & with y^e consent of
Hannah my wife, for & in Consideration of fourty five pounds
in hand payd mee by William Oliver, & Benedict Oliver
of the Ysles of shoals fishermen, the receipt w^{of} I doe
hereby acknowledg & my selfe y^rwith to bee fully satisfyd
contented & payd, & do for mee my heyres executors,
administrators, & for every of them for ever
acquitt & discharge, them the sd William Oliver
& Benedick Oliver, & thejre & either of thejr
heyres executors administrators or assignes of &

Pendleton
To
2 Olivers

from euery part & Preell there of, haue given granted barganed sould alienated assigned & sett over, & by these Presents do give grant bargane sell aliene, assigne & sett over vnto them the sd Wi . . Oliver, & Benedict Oliver, all that my dwelling house on Smuttynose Ysland on the Yles of Shoales togeather with halfe the stage (where of the other halfe of the Stage is Michell Endles with the flake rowmes there vnto belonging) formerly in the Tenour & occupation of & belonging two Dauid Tankine & now in the Teñor & occupation of them the sd William Oliver & Benedict Oliver to haue & to hould the sayd dwelling house halfe stage & flakerowme with all the profetts priuiledges & appurtenances there vnto belonging & apprtayneing, vnto them the sd William Oliver, & Benedict Oliver & vnto thejr heyres executors administrators & assignes for ever, & the sayd James Pendleton for him selfe his heyres executors & Administrators & for every of them doth Covenant & promiss to & with them the sayd Wilt : Oliver & Benedict Oliver & to & with either of thejr heyres, executors Administrators or assignes & to & with every of them that at p̄sent & before the sealeing here of, hee standeth ceazed & possessed of the aboue mentioned Premisses, in a good estate of fee symple, & that hee hath not heretofore done nor suffered to bee done any act or thing which may any way hinder or Impeach there y^e sayd William Oliver & Benedict Olivers Right title or Intrest, vnto the aboue mentioned Prmisses, or any part there of, & further the sayd James Pendleton for him selfe his heyres executors & administrators & for every of them, doth covenant & promiss to & with the sayd William Oliver & Benedict Oliver to & with thejr heyres executors Administrators & assignes, & to & with euery of them to defend the Title y^{of} vnto them thejr heyres executors administrators or Assignes against all psons Whatsoever (The Pattentees only excepted) In witness w^{of} I haue here vnto sett my hand & seale th^s eighteenth day of March Anno Domⁱ one thousand six

[100] hundred sixty & Nine, & In the Twenty second yeare of the Reign of our Sovereign Ld Charles the second, King of England Scotland France & Ireland Defend^r of the faith &c : 1669 :

Signed sealed & Delive^rd

James Pendleton (^{his}_{seal})

In the Psence of/

Hannah Pendleton (^{her}_{seale})

Stephen Jones/

Joseph ffejd

Capt James Pendleton acknowledged

Ric : Stylemā : Secty/

this Instrum^t aboue written to bee his Act & Deede this 6th of July 1671 : before mee Edw : Rishworth Assotiate/

Vera a Copia of this Deed aboue written transcribed out of the originall & there with Compared this 24 : July : 71 :

p Edw : Rishworth ReCor :

vnto all Christean people vnto whom these Prsents shall come, I Charles Frost of the Town of Kittery on
Frost
To
2 Olivers
Pischataq^r River In New England yeoman, for the valew of fiueteen pounds to mee In hand payd, & by mee Received, haue barganed granted, & by these psents sould & made ouer vnto William Oliver & to his brother Richd Oliver both of the Ysles of Shoals fishermen, Joyntly & severally my whoole right title & Interest in & to a Certen peece or Preell of Land Contayneing fuety Acers w^{ch} is one halfe of that hundred Acers w^{ch} was granted to mee by the Towne of Kittery, lieng and being on the East side of Newgewanacke River neare vnto the place Called Tomson Poynt, bounded on the West with the River, & on the North with John Heards Land, on the South with Wiff : Furbush his Land, & on the East with Marked trees/ the sayd Olivers or either of them thejr heyres, executors Administrators & assignes, to haue hold Occupy &

Inioy the sd Land, with all the priuiledges there vnto belonging to them thejr heyres, executors administrators & assignes for ever, with out any lett denjall aequivocation or Contradiction of mee the sd Frost my heyres or assignes, or any Prson or Prsons w^tsoever, from by or vnd^r mee/ In witness w^tof I haue sett two my hand & seale this 27 : day of June In y^e sixteenth yeare of the Reign of o^r Soverign Ld Charles the 2^{und} by the Grace of God King of great Brittane France & Ireland Defend^r of the faith, Anno : Domⁱ 1664 :

Signed sealed & Delive ^r d/	Charles Frost (^{his} seale)
In psence of/	This Instrum ^t was acknowledged by
Tho : Wills/	Charles Frost this 28 : June : 1664
John ffrost/	before mee Tho : Withers/
	Owned In Court this 4th July : 1671 :
	by Cap ^t Charles Frost to bee his
	Act & Deede before mee Edw :
	Rishworth Assotiate

vera Copia of this Instrum^t aboue written transcribed & examined p the originall this 24 : of July 1671 :

p Edw : Rishworth ReCor :

	Know all men by these Prsents y ^t I Willia ^m Hamonds of
	Wells, In the Province of Mayne In New Eng-
Hamond	land, for a valewable consideration already re-
To	ceived, haue barganed & sould, & by these
Symonds	Prsents do grant covenant bargane & sell vnto
	Mr William Symonds of the aforesd Town & province I say
	to him & his heyres for ever, a certen Prcell of sea Wall
	begining at that sea Wall which already is his owne, & soe
	to runne to the Ysland Called Drakes Yland, & soe by the
	sea Which is about foure or fine Acers, bee It more or lesse,
	where vnto I haue sett my hand & seale, this six & twenty

day of Febru: In the yeare of our Lord one thousand six hundred sixty seaven/

Signed sealed & Deliverd

Willia[~] Hamonds (^{his}_{seale})

In the Prsence of/

William Hamonds acknowledged

James Gooch/

this Instrument to bee his Act

George Parker his

& Deede this 5: July: 71:

marke/ 

before mee Edw: Rishworth

Assotiate/

Vera Copia of this Instrument aboue written transcribed & examined by the Originall this 27: July: 71:

p Edw: Rishworth ReCor:

Know all men by these Presents that I Michaell Maddiver of Spurwinke In y^e Town of bla[~] Poynt alias Scarborrough In y^e County of Yorke Planter, for & in consideration of Mr

Joⁿ Gys Plantation at Papeding In Cascoe bay

Madiver

with the houseing & land expressed in a deede

To

Gyndal

made by Mr Robert Jordan to y^e sd Guy, beare-
ing date 10: of May: 1662: haue barganed sould

& doe by these Presents absolutely giue grant sell & Confirme vnto Walter Gyndall planter of the same County but dwelling in the Town of Falmouth all my right Interest & Title I haue or out to haue in my plantation on the West side of Spurwinke River with all my land Contayned In my deede w^{ch} I had from Mr Robert Jordan, bearing date the 3d day of March 1657: with my dwelling house & w^{ts}oeuer I haue Improved vpon the p^{mi}sses, by these Emptijng my selfe Heyrs & executors of & from all Clayme title & Interest y^ein by these absolutely giving granting selling & Confirming, all the aforesd p^{mi}sses vnto Walter Gyndall his heyres & assignes for ever, for & in consideration of the aforesd plantation of Mr John Gys, with three Acers of Marsh to bee added to It w^{ch} the sd Guy formerly bought of Nicho:

Whitte/ to witnes the treuth here of I do here vnto sett my hand & seale this eight day of May 1669 :

Witness

Hene : Jocelyn

Dunken Jessum

his marke

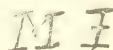


The  marke

of Michaell (his seal)

Maddiver

Joell Maddiver



This aboue written Instrument was
acknowledged by Michaell Maddiver
at a Commission Court held at Falmouth
the 25 : of May, 1669 : to bee his Act & Deede
as Attests Fran : Neal ReCor : Witnes Hen :
Jocelyn & Tho : Hamett, that Joell Maddiver
consents to y^s Instrum^t

A true Coppy of this Instrument aboue written transcribed out of the originall, & there with compared this 25 :
July : 71 : p Edw : Rishworth Re : Cor :

[101] These Presents Testify that I william Ham of
Portsmouth In Piscataqua River yeamon, for & In consid-
eration of the some of Twenty pounds, & one barrell of
Mollosses in hand payd before the Insealeing here of by
Nathall Fryer of Portsmouth In Piscataq, River M^rchant
the receipt where of I hereby acknowledg, & there of & of
every part & Preell there of, doe for mee my heysr execu-
tors, & assignes, acquitt & discharge the sayd Nathall Fryer,
his heyres, executors administrators or assignes,
Ham & y^rwith do acknowledg my selfe to bee satisfyd
To contented & payd haue barganed sould aliened
Fryer assigned & sett over, & by these Psents do bar-
gane sell aliene assigne & sett over vnto the sayd Nathanill

Fryer all these my dwelling houses, fishing houses, stage houses, stages Flakes & flakes, Rowmes, with all the ground whereon the sayd houses stand, together with all the Moareing & moreing places, & all other pfectts & priuiledges y^rvnto belonging, or heretofore by mee or my assignes vsed & Inioyed, scituate & being on Malligoe Ysland, at the Ysles of shoales, now or late In the teñor or occupation of William Oliver (except & always Received out of this Prsent grant the house which Tobias Taylor now liueth in, & the ground where on the sd house standeth) to haue & to hould vnto him the sayd Natha^l Fryer, his heyres executors administrators or assigns for ever, & the sayd William Ham for him selfe his heyres executors & administrators, & for every of them doth covenant & promiss to & with the sayd Nathanell Fryer his heyres, executors administrators or assigns & with every of them, that at the Prsent & before the Insealeing here of hee standeth seized & possessed of all the aboue mentioned premisses in a good estate of Fee symle, & that hee hath not barganed sould, given granted aliened assignd sett over or Morgaged the aboue mentioned Promises or any part thereof (except before excepted) to any other Prson whatsoever, & further the sd William Ham for him selfe his heyres executors, & administrators & for every of them doth covenant & promiss to & with the sayd Nath^l Fryer, his heyres executors, administrators or assigns, & with every of them to defend the title there of vnto him the sayd Nathall Fryer his heyres, executors administrators or assigns against all Prsons w^tsoeuer/ In Witness where of the sayd William Ham & Honor his wife haue herevnto sett thejr hands & seales this eleauenth day of Novemb^r Anno: Domⁱ: One thousand six hundred sixty & seaven/ & In the Nineteenth yeare of the Reign of

our Sovereigne Lord Charles the second King of England
 Scotland France & Ireland Defend^r of the faith/ 1667 :

Signed sealed & Delivered/ William Ham (^{his}_{scale})

& seazin & possession given by the marke of Honor

Twigg & Turffe by William Ham Ham  (^{her}_{scale})

In p^rsence of us/

James Pendleton/ This Deede was acknowledged before

William Sumner/ mee to bee the Act & Deed of Wil-
 liam Ham & Honer his wife

James Pendleton Commisio^r

vera Copia of this Instrument transcribed out of the origi-
 nall & there with compared this 29 : July : 1671 :

p Edw : Rishworth ReCor :

This Indenture made the fiveteenth day of October, In
 the eighteenth year of the Reign of our sovereign Lord
 Charles the second, by the Grace of god of England Scott-
 land, France, & Ireland King, Defend^r of the faith between
 George Palmer of Kittery In the province of Mayn, & his
 wife Elizabeth Palmer of the one Prty, & Hene : Greenland
 of the Province of Mayn Chyergeon of the other Prty/ Wit-


nesseth, that y^e sayd George Palmer with the
 Palmer Consent & Assent of his wife Elizabeth Palmer,
 To for & . . consideration of one hundred & twenty
 Greenland pounds, before the sealeing & de . . uery of these


Prsents well & truely payd, the receipt w^rof, the sd Ge
 Palmer & his wife Elizabeth Palmer, doth here by acknowl-
 edg, & them selues to bee fully satisfyd contented & paid
 there of, & of euery part & Preell there of, & of every
 penny there of, doe acquitt exonera . . & discharge the sd
 Hene : Greenland his heyres executors & administra
 & every of them & for ever p these Prsents; Hath given
 granted ba . . ganed & sould alieond Infeoffed convayd released
 assured, Delivered & confirmed, & by these Prsents doth giue

grant bargan & sell alieone Inf convey release assure
 deliver & Confirme vnto the sayd Hene : Greenlād his heyres
 administrators for Ever, all that dwelling house out houses
 with one hundred Acers of Lands, & all Lands else possessed
 by mee Geo : Palmer & Elizabeth my wife with in the Town
 shipe of Kittery aforesd, the which Preell of Land was
 lat . . . purchased from Cap^t Walter Barefoote as doth by a
 deed at large appeare, & alsoe all Co^manes Easeme^{ts} profet^{ts}
 Commoditys Advantages n^{ts} hereditaments appur-
 tenances to the sd houses & Preell of y wise
 app^tayning, & alsoe all the Right
 . emain euer [102] of him the sayd
 George Palmer, his executors administrators & assignes &
 every of them, to haue & to hould the sayd dwelling house
 & out houses, the sayd Preell of Land, & every part &
 Preell there of, with the appurtenances vnto the sd Henery
 Greenland his heyres & assignes for ever, to the soole &
 onely vse & benefitt of the sayd Henery Greenland, & his
 heyres & assignes for ever; And to & for noe other vse
 intent or purpose whatsoever/

And the sd George Palmer for him selfe his heyres, exe-
 cutors, administrators & assigns & for all & every of them
 doth Covenant promiss & grant to & with the sd Henery
 Greenland, his heyres & assignes, to & with euery of them,
 by these Prsents, that hee y^e sd H . . e : Greenland, his
 heyres & assignes & every of them, shall & lawfully may
 from tyme to tyme & at all tymes for ever hereafter haue
 hould vse occupy possess & Inioy all & singular the before
 hereby granted & barganed prmisses, & every part & Preell
 there of with appurtenances freed acquitted & discharged, or
 otherwise well & sufficiently saved, & kept harmeless of &
 from all & all manner of former & other barganes, sales gyfts
 grants Rents Leases Morgages, Joynters Dowries, title of
 Dower of Elizabeth the now wife of the sd Geo : Palmer
 Judgm^{ts} executions Titles, troubles charges Incomberances &
 demands w^tsoeuer, heretofore had made Committed suffered

or done or hereafter bee had made committed suffered or done by the sayd Geo: Palmer his heyres or assignes or any of them, or of or by any other Prson or Prsons w^hsoever Lawfully Clameing, or Calmeing any estate right Title or Interest from by or vnder him or any of them: And the sayd Geo: Palmer for him his heyres executors & administrators, & for all & every of them doth further Covenant promiss & grant to & with the sd Hene: Greenland his heyres & Assignes to & with euery of them by these Presents, that hee the sd Geo: Palmer, & Elizabeth his wife shall & will & thejr heyres shall & will with in seaven years next Insueing the date here of, at y^r request Cost & charges in the Law of him the sd Hene: Greenland make do acknowl- edg execute & suffer or cause & procure to bee made done acknowledged executed & suffered & euery such further Law- full & reasonable Acts, thing & things, devise & devises, assurances & Conuayances w^hsoever, for the further & more better assuring sure makeing & Inioijng of the sd houses & Prcell of Land, before granted bee it by fines, Deede or otherwise, as by the sd Henery Greenland his heyres or assignes, or his or y^r Counsell Learned in y^e Law shall bee reasonably devised, advised or required/ In witnes w^hof the prtys first aboue named to these Present Indenturs Inter- changly haue sett thejr hands & scales the day & yeare aboue written, 1666:

Geo: Palmer his marke  (his
scale)

Elizabeth Palmer her
marke  (her
seal)

Witnes Richd Cally/

Digory Jefferys his marke

Anna Wallen

her m . . . k . . .



Richard Cally & Dygory Jefferys do
own before mee the first of June
1670: that these names here sub-
scribed was there hand/

F ynes Assotiate

Me pon the the
 tt & peaceable
 was given & delivered by the with in named Geo : Palmer
 vnto the with in n . med Hene : Greenland, in named of
 possession & seazin of all Lands Tenem^{ts} & heriditaments in
 the Deed with in written contayned, to haue & to hould vnto
 the sd Hene : Greenland his heyres & assignes for ever,
 according to y^e Teno^r & true meaneing of the Deede with in
 written in the psence of/

the marke of Ann Wallen/ **a**

Digory Jeffery his marke **D**

A true Coppy of this Deede with in written transcribed
 out of the originall & there with compared this 3 : August :
 1671 : p Edw : Rishworth ReCor :

Where as there hath been some difference between Mr
 John Wheelwright Minister of the Gospell at Sawlsbury,
 & Leef^t John Littlefeild of Wells concerning a saw Mill
 Erected by the sd Littlefeild vpon Ogunquett
 River concerning which the sd Mr Wheelwright
 hath Comēced two severall Actions that are
 now Depending in the County Court at Yorke,
 with respect to a grant made vnto the sayd Mr Wheele-
 wright by the Gene^rll Court of the province bearing date
 15 : of Octobr : 1650 :

Now these Prsents witnes that Wee the sayd John
 Wheelwright & John Littlefield haue fully agreed the sd
 differences vpon the tearmes hereafter mentioned/ Namely
 y^t the sd Littlefeild shall give vnto the sd Mr Wheelewig . .
 the some of five pounds Sterlg : for all the Right title &
 Interest that y^e sayd Mr Wheelwright hath vnto y^e sd Saw
 Mill, with all the River or Tymber by vertue of the aboue
 sd grant in or about the sayd River of Ogunquett as fully &
 Intyrely to him the sayd Littlefeild as It doth belong vnto
 the sayd Mr Wheelwright, alsoe y^t each Prty shall beare

his own charge at the ps . . . Court or else where concerne-
ing the sd Actions, & all further sujts or troubles to ceas .
& Wee do mutually acquitt each other off & from all suits
Clayms tryalls dif . . rences or quarells of any kind w^{soeuer}
from the beginning of y^r world to th . psent day/ In witnes
w^{of} Wee haue here vnto sett o^r hands & seales this sixth
day of July 1671 : It is to bee vnderstood y^t the sd John
Littlefejd doe Ingage for him selfe & partners/

Signed sealed & Deliverd In John Wheelwright ^(his seal)

the Prsence of, John Littlefejd ^(his seal)

Robert Pike/ This writeing was acknowledged by

Susanna Rishworth/ Mr John Wheelwright & Leef^t
John Littlefejd to bee y^r volen-
tary Act & deede this 6 : . . .
1671 before mee Rob^t Pike

Commisso^r/

Mr John Wheelwright & John Littlefejd acknowledged
y^a writeing to bee thejr Act & Deede this 6 : July : 1671 :
before mee Richd Wallden Commissio^r for yorke shyre/

A true Cappy of this Instrum^{et} aboue written transcribed
& examined p the originall this 5 : August 1671 : as Attests/
Edw : Rishworth ReCor :

The Deposition of Mary Ladbrooke formerly Barrett aged
about 54 yeares/ being examined maketh oath that at the
same tyme wⁿ this Deponent & her husband liued at the
Farme of Mr John Wheelwrights at Wells, there was a
f [103] sett vp on the North West side of the sayd
farme by ord^r of Mr John Wheelwright about that place w
Fran : Littlefejd senjo^r did & doth now liue, &
from thence w^r the gate now stands ranne along
to stony brooke/ & further sayth y^t y^r was
another fence rann along from stony brooke on
the south West side of the sd brooke, vp into that Tract of

Mary
Ladbrook
Test
for Wheelwright

Land along by the Marsh side to secure It from Cattle/
Taken vpon oath this 13 of July : 71 : before mee John Cutt
asso : siate

A true copy of this Deposition transcribed & compared
by the originall this 5 : 6 : 1671 : p Edw : Rishworth ReCor :

& further this Deponent tooke her oath that those fences
aboue mentioned were sett down about Twenty three or
20ty4 yeares agone/ this Addition to y^e former was taken
vpon oath this 9th of Noveb^r : 1671 : John Cutt Commissio^r /

vera Copia transcribed out of y^e originall p Edw : Rish-
worth ReCor : 12 : of Dec^{ber} 1671 :

To all Christean people to whom this writeing may come/
Know yee that John Littlefeild Senjor of Wells, In the
County of Yorke, and In the Massatusetts Colony In New
England, Yeamon, for diverse good considerations him
moueing therevnto, hath passed over & given,
Jn^e Littlefield
To Francis Littlefield
Granted alienated & Confirmed, and doth by
these Presents for him selfe his heyres executors
& administrators passe & give grant, alienate &
Confirme vnto his brother Francis Littlefeild Senior, of the
same Town In the County & Colony aforesayd (or by any
other name or names that It hath or may hereafter beare, It
haueing sometymes been Called the Province of Mayn)
One Moety or halfe part of a Grant of Tymber for the
Accomodation of a Saw Mill at Ogunquett River, togeather
with a Moety or halfe part of all his Interest in the vpper
falls of the sayd River of Ogunquett, being about a quarter
of a mile, aboue the lower falls of the sayd River of Ogun-
quett/ As alsoe one Moety or halfe part of two Acers of
Land, next Adioyneing to the sd vpper ffalls, on the south
west side of the sayd River, togeather with One moiety, or
halfe part of all the whitt pine Tymber y^t groweth vpon
any of the Lands of the sd John Littlefeild, as alsoe a

cōvenient high way, for carting of boards or any manner of Sawn worke from y^r sd Falls or mill that shall bee y^r buylt to some convenjent place, for boates y^t may come from sea to take them in, togeather with a Convenjent place to lay the sayd boards or sawne worke on, by the water side, & Lyberty of the sayd River aboue the sayd Falls for the bringing down of tymber from the woods to the sayd Mill or Falls, the aboue sd grant of Tymber River and Falls the sayd John Littlefejlde Received by grant from the Town of Wells, & the Land & benefitt of the River was derived originally from a grant made by Mr Vines (stuard Generall of Sir Fardinan: Gorges) the Mocety whereof togeather, with all the aboue mentioned p^rmisses, by the abovesd John Littlefejlde passed over, given granted alienated and Confirmed, vnto him the sayd Fran: Littlefejlde, to haue & to hould to him the sayd Francis, his heyres & Assignes for ever, for Confirmation w^rof the sd John Littlefejlde, hath sett two his hand & seale this three & Twentieth day of December 1669 :

John Littlefejlde his *John* (^{his} _{seale})

Sealed signed & Delivered

marke/

In the Prsence of vs/

Abraham Tillton

his Marke /

John Wincoll/

This deed of gyft was acknowl-
edged by the with in named
Jōhn Littlefejlde to bee his
Act & Deede before vs this
25th of Decemb^r 1669 : Eze-
kell Knights Roger Playstead
Assotiats

A true Coppy of this Deede transcribed out of the origi-
nall & y^r with Compared this 26 : August 1671 :

p Edw : Rishworth ReCor :

This Indenture witnesseth that I Richard Callacatt of
Boston, for & in consideration of satisfaction In hand

Callicatt
To
Donnel

received, have alienated sould & Delivered into
the Hands of Henery Donell of Yorke, his
heyres executors administrators & assignes for
Ever/ one Prcell of Land lijng & scituate In
Yorke, In the County of Yorke shyre, aforesd, that is to
say a Prcell of Marsh formerly Called by the name of Wil-
lia: Davess Cricke being bounded as followth: being on the
South side of the South West branch being the next Cricke
aboue the parting of the River, being by estimation Two
Acers more or less, the next Marsh aboue Henery Symsons
Marsh, with one hundred Acers of Vpland, w^{ch} was given
by Mr Tho: Gorges vnto William Daves which was his
servant, w^h hee the sayd William Davess had of the sayd
Gorges, according to condition for his service/ All w^{ch}
lands both Marsh & vpland, I the sayd Richard Collicatt do
passe over & sell by vertue of a purchase from the aboue
sd William Davess vnto the abouesd Henery Donell & his
heyres for ever/ & I the sayd Richd Collicatt do promiss to
deliver vnto the sd Hene: Donell any deed or deeds as are
In my hands, & do alsoe bind my selfe my heyres executors
Administrators & assignes to mantayn the sayle there of
from any Prson or Prsons as shall make any Clayme to any
part or Prcell of the aboue expressed, In by or vnder mee,
or any of my Successors/ Witness my hand & seale 20:
July: 1658: Richd Collicatt (his
seale)

Signed sealed & Deliveřd
In the Prsence of/
Fran: Johnson/
John Davess/

This Instrument aboue written
acknowledged by Mr Rich-
ard Collicatt to bee his Act
& deede this 24: July:
1671: before mee Edw:
Rishworth Assotiate/

A true Coppy of this Instrument aboue written trans-
cribed out of the originall & y^r with Compared this 31: of
August 1671: p Edw: Rishworth ReCor:

[104] To all Christean people to whom these Presents shall come, Mr John Wheelwright of Sawlsbury In the County of Norfocke In New England Minister sendeth greeteing; Was there was a grant of Lyberty for a Saw Mill or Mills, with accomodation of Tymber for the same at Ogunquett River or else where, as by y^e sd Grant from the Generall Court of the province vnto y^e sd Mr Wheelwright beareing Date 15th of October 1650: may more fully appeare/

Now know yee that I the sayd John Wheelwright for diverse good Causes & considerations To mee there vnto moueing; but more especially in Littlefield respect of a peaceable & Loueing agreement made between my selfe on y^e one party, & Leef^t John Littlefejl^d & Fran: Littlefejl^d Senjo^r both of Wells In the County of Yorke on y^e other party, there in Contaynd, beareing Date the sixth day of July One thousand six hundred seaventy one/ haue giuen granted sould & Confirmed all that my Interest & Lyberty of a Saw Mill, & accomodations of Tymber for the same, at or about Ogunquett River, as It is Convayed vnto mee by the grant aboue sd vnto y^e abouesd John & Francis Littlefejl^d/ to haue & to hould the same as fully & absolutely to the vse & behoofe of the sd Littlefejl^ds, as It is mine by vertue of the Grant aforementioned to all Intents and purposes whatsoeuer/ In witnes w^rof I haue herevnto sett my hand & seale this sixth day of July in the yeare one thousand six hundred seaventy one/
Signed sealed & Deliverd John Wheelwright (his seale)

In the Prsence of us/ This writeing was acknowledged
George Munioy/ by Mr John Wheelwright the
Susanna Rishworth/ day & yeare aboue sd before
mee Robe^t Pike Commissio^r/

Mr John Wheelwright acknowledged this writeing to bee his Act & Deede this 6: July: 1671: before mee Ric: Walden Commissio^r for yorke shyre/

A true Coppy of this Instrument transcribed & examined
by the originall this 5th day of August 1671 :

p Edw : Rishworth ReCor :

	These Presents witnesseth, that I Allexandr
Maxwell	Maxwell of Yorke, In the County of Yorke Ye-
To	mon, for diverse good considerations mee there
Makyntire	vnto moueing, by mee already freely accepted,

& received to full satisfaction, & Content, before the seale-
ing, & subscribing here of, of Michu~: Mackeyntire of the sd
Town, haue given granted barganed sould Infeoffed & Con-
firmed, & do by these Presents for him selfe his heyres execu-
tors & administrators, give grant bargan sell Infeoff & Con-
firme vnto the sd Michum Mackyntyre, a certen Tract of
vpland w^ron the sd Mackeyntyrs house now standeth,
formerly bujlt by his Predecessor Allexandr Machanere,
whose relict or Widdow hee since Married, contayneing the
quantity of foure or fiue Acers of Land more or lesse, the
bounds w^rof extending from the Corner of the aforesd house,
as now bujlt, to the Corner of y^r fence, as It now standeth
North East, & from thence by a dead tree, to a great Marked
whitte oake, lijng about North West, being North East from
the Corner of the house, & soe directly vpon a streight lyne
South West vnto the River side, w^h Preell of vpland as
aboue bounded & expressed, with all the rightts, priviledges
& appurtenances there vnto belonging, or any wise app^r-
tayneing, with all & singular y^e p^rmisses I the sayd Allexandr
Maxwell, with the free Consent of Annas my now wife, do
give grant, ratify & Confirme, vnto the sayd Michu~: Mack-
eintyre, his heyres, administrators & assignes for ever/ to
haue & to hould the sayd Land from all troubles, & Incom-
berances, from by or vnder mee with out lett or Molestation
from mee my heyres administrators or assignes for ever/
onely the sd Mackeintyre stands bound to pay all such

acknowledgm^{ts} to the proprietor, as other Prsons doe when demanded/ & for Confirmation of the Premises aboue sd Wee haue here vnto afixed o^r hands & seales this fourth day of Septb^r one thousand six hundred seaventy one/ 1671 :

Signed sealed & Delivered

Allexandr

In the Prsence of/

James Grant his marke



Maxwell


his marke



(his
seal)

Annas Maxwell

Joⁿ Howett his Marke



her Marke



(her
seal)

Allexander Maxwell & Annas Maxwell

do own this Instrument to bee thejr
Act & Deede before mee this 4th of
Septemb^r : 71 : Edw : Rishworth

Assotiate/

A true Coppy of this Instrument aboue written transcribed
& examined by the originall this 12 : Sep̃ber : 1671 :

p Edw : Rishworth ReCor :

The Deposition of Jonathan Thing aged fifty

Things

Test for

Wheelwright

yeares or y^r abouts sworne sayth, that y^r was a
fence sett vp by Mr John Wheelwrights order,

begining between a place Called the Clay pitt &

the land of Sañll Austine, & soe runne along towards the
South West by a lott y^t was Called Robert Hethersays & soe
along to the next stony brooke, & down y^t brooke & swamp
part of it, & then y^e fence turned ouer a poynt of Land to
another brooke which was Called Crosses brooke/ this was
to y^e best of my knowledg Twenty two years since/ Dated
in Wells this 21th day of Septemb^r 1671 :

Taken vpon oath this 21th of Septemb^r 1671 :

before mee John Wincoll Assotiate/

A true Coppy of this Deposition transcribed & examined
by y^e originall this 12th of Decemb^r 1671 :

p Edw : Rishworth Re : Cor :

Know all men by these Presents, that I Hugh Allard of the Ysles of shoales for & in Consideration of seaventy received in hand & payd by Francis Wanewright of Ipswich, haue demised granted barganed & sould vnto the sd Francis, his heyres executors administrators & assignes for euer all that my land, houseing stageing, w^{ch} Land is bounded on the North by some Land of Wilt: Seelys, & on the East & South by Mr Bellechars house & Land, with all the flakes & flake rowme, & moreing places & Moreings, with [105] one shallop & all the appurtenances there vnto belonging, as
namely sayles Roades Grappers, bucketts &
oares/ All w^{ch} Lands houses & houseing, stages
& flakes & flakerowm is situateing & lijng vpon
the Ysles of shoales, vpon y^e Ysland Co^manly
Called Smuttinose Ysland/ to haue & to hould all the aboue
sd Lands, houses stages Moreings flakes shallop & all the
appurtenances y^r vnto belonging vnto him the sayd Francis,
his heyres & assignes for ever, always provided y^t If the sd
Hugh Allard his executors or assignes shall Well & truely
pay vnto the sd Francis the some of seaventy pounds, In
good Current M^echantble Cod fish, delivered vpon the Ysles
of shoales two Ryalls vnd^r price Current by the Twentieth
day of June next Coming, then this bargan to bee vtterly
voyd & of none affect, otherwise to bee in full force & æffi-
cacy; It is alsoe agreed between the sd Francis & the sayd
Hugh, that in Case the aboue named shallopp shall any ways
mischarry, or bee lost in any manner whatsoever, that y^e sd
Hugh shall bee Indebted for the sd shallopp the some of
Thyrty pounds in M^echan^tble Codd fish, to bee payd vpon the
Date aboue written/ In witness w^rof the sd Hugh Allard
hath to these Presents sett his hand & seale Dated this 21th
of Novemb^r In the Yeare of o^r Lord 1671 :

Witnes/

Hugh Allard

Rebecccah Smyth/

Hugh Allard acknowledged this writeing to
bee his Act & Deede the 23th of Novemb^r
1671 : before mee

Daniell Denison/

vera Copia transcribed out of the originall & y^rwith Compared this 25 : Decemb^r 1671 : p me

Lett all men know by these Presents, that I John Cutt of Portsmouth in Piscataqua River M^echant for a valewable consideration in hand payd by John Amerideth of Kittery in the River aforesd, Cooper, The receipt w^of I the sd John Cutt doe hereby acknowledg my selfe satisfyd & payd, & of every part & Preell there of, doe for mee my heysr executors administrators acquitt & discharge the sd John Ameridith his heyres executors administrators & assignes for ever, haue by & with the Consent of Hannah my now wife given granted alienated barganed & sould, and by these Presents

Cutt
To
Amerideth

do give grant alieate bargane sell assigne & sett ouer vnto him the sayd John Ameridith all that Messuage or Tenement house & Tract of Land w^{ch} I heretofore purchased of Elizabeth Relict & administratrix of Thom^s Dustine deceased, late & now in the Teñor or occupation of the sayd John Ameridith, situate and being In the Town^shipp of Kittery aforesayd, togeather with all the Lands & priuiledges that the sayd Thomas Dustine vsed Improved had or ought to haue had, & possessed on Kittery side, lijng by & between the Lands of Robert Cutt & George Lyddine, Contayeing by estimation Twenty Acers bee It more or lesse, with all the priuiledges, profetts, & Appurtenances there with had vsed and possessed, as any part p^rcell or Member of the same, or y^rvnto belonging, or in anie wise app^rtayneing/ to haue & to hould the sayd Messuage tenement house & Land aforesd with y^r & euery of thejr appurtenances, vnto him the sayd John Ameridith his heyres executors administrators & assignes from the day of the date here of for euer more ; And the sayd John Cutt doth hereby Couenant & promiss to & with the sayd John Ameridith, that hee the sayd John

BOOK II, FOL. 105-107.

Cutt at Prsent, & before the sealing & delivery here of,
standeth lawfully seized, & possessed of the aforesayd Lands
& p'misses, & euery part & Prcell there of, In good estate
of free hould, or fee symple

[Fol. 106]
missing]

[107]

Signed sealed & Delivered,

Robert Nanny (^{his}seale)

In y^e Prsence of,

Edw : Rishworth/

This Deed acknowledged : 3 : 4 :

Geo : Pearson/

1663 : Ric : Billingham

Sañill Mosley/

Deputy Gouẽr/

William Salter

A true Coppy of this Deed or Instrument aboue written
transcribed out of the originall & y^rwith Compared this first
day of Janvary 1671 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I William Lanchester
now resident In Yorke doe p these Prsents
Lanchester To Holmes Ingage my selfe vnto Tho : Hollms of Yorke, to
make y^e sd Holms foure hundred Rodd of three
rayle fence, the posts to bee whitte oake & pine
Rayls the abouesd fence to bee strong & substantiall, for w^{ch}
the abouesd Lancaster hath received one horse of the sd
Homes & tooke delivery of him : further the abouesd Prtys
haue agreed, that y^e sd Lanchester is not to sell, or dispose
of the horse, vntill his worke bee accomplished, which hee
hath Ingaged vnto the abouesd Holmes/ In witness w^rof the
aboue sd Lancaster, hath here vnto sett his hand & seale, In
the yeare of our Lord 1671 : this 19th of Novēbr/

BOOK II, FOL. 107.

The horse to remajne as Tho: Holms his till the worke
bee Accomplished, which worke is to bee Accomplished
between this & Michællmass nex Insewing/

Testes/

The marke of

John Davess/

William  (his
seale)

John Penwill/

A true Coppy of this bill Lancaster/

aboue written transcribed

out of the originall & y^rwith

compared this 18th of Jan^v: 1671:

p Edw: Rishworth ReCor:

yorke the 19th of Novembr: 1671:

Know all men by these Prsents, that I wil-
liam Houldridge now resident In Yorke, doe
acknowledg my selfe In debt to Thomas Holms,


Houldridges
Bill To Holms

his heyres executors or or assigns the full some of Twenty
eight pounds tenn shillings & 3d/ w^h the sd Houldridg
doth Ingage to pay in worke, or other pay as they abouesd
Can agree & here vnto the sd Houldridg, hath sett his
hand this 19th of Novembr: 1671:

Testes/

The marke of

John Davess/

William 

John Penwill

A true Coppy of this bill Houldridg


aboue written transcribed

out of the originall this 18th

January, 1671:

p Edw: Rishworth ReCor:

Due from William Lancaster to Thomas
 Lancaster Hollms On ballance four pounds nine shillings,
 to as Witness my hand/
 Hollms

The marke  of willia^m Lancaster

Testes John Davess

John Penwill/

this ballance of Accopts transcribed out of the
 Originall p Edw : Rishworth Re : Cor :
 w^rof this is a true Cappy =

These Prsents witnesseth that I Samson Anger of Yorke,
 In the County of Yorke Planter, for diverse good consid-
 erations there vnto mee moueing, & more espetially for
 & in Consideration of the just sume of thirteen pounds,
 w^{ch} in current pay I haue already accepted & received of
 Micham Mackeintyre of the sd Town to full satisfaction &
 Content, haue given granted barganed sould Infeoffed &
 Confirmed, & doe by these Prsents give grant
 Angier bargan sell Infeoffe & confirme for him selfe, his
 To heyres his executors administrators & assignes
 Makintire vnto the sd Michu^m: Mackeintyre his heyres
 executors administrators & assignes for ever, a Certen tract
 or Preell of Marshland/ Contaying about the quantity of
 one acer & an halfe of Marsh bee It more or lesse, liing
 vpon the River of Yorke, on the South West branch,
 adioyning to a peece of Marsh, belonging to Mr Edw :
 Johnson, on the Lower side of Itt, and on the vpper side to
 a small peece of Marsh app^rtayneing to the Town of Yorke,
 for y^e vse of the Ministrey, w^{ch} Preell of Meddow as aboue
 expressed, with all my right Title & Interest there vnto
 belonging or any wise app^rtayneing, with all & singular the
 Premises, priuiledges & appurtenances y^rof, I the sd Sam-
 son Anger, with the free Consent of Sarah my now wife, do

giue grant Rattify & Confirme, vnto the sd Mackintyre his
heyr's executors administrators & assignes for euer/ to
haue & to hould the aforesd Tract of Meddow Land, from
all Troubles, & Incomberances from by or vnder mee with out
lett or Molestation from mee my heyres administrators or
assignes for ever (only the sd Michu: Mackeintyre stands
bound for payment of my acknowledgm^t wⁿ demanded) In
Confirmation of euery of the Premisses abouesd, Wee y^e
sayd Samson & Sarah Anger, haue herevnto afixed our
hands, & seales this first day of January 1671 :

Signed sealed & Delivered,

In the Prsence of,

Edw : Rishworth/

Susanna Rishworth/

Samson Anger ^(his seal)

his Marke 

Sarah Anger her

marke 

This Instrument acknowledged

by Samson Anger & Sarah his

wife to bee y^r Act & Deede,

to Micha: Mackeyntire/ before

mee this 18 : January 1671 :

Edw : Rishworth Assotiate

vera Copia of this Instrument aboue written transcribed
out of the originall & there with Compared this 20th of Jan-
vary p Edw : Rishworth Re : Cor :

These Presents testify, y^t w^{as} the Select men of the Town
of Kittery in Pischataqua River did on the nineteenth day of
June, one thousand six hundred fuetty & foure grant vnto
mee John Whitte of Kittery aforesd a lott of Land in
Crooked Lane In Pischataqua River, aforesd, Contayneing
Twenty Acers of vpland, It being fiae Acers breadth by the
water side & soe backward into the woods by the same
breadth vpon a North East lyne vntill Twenty Acers of Land
bee accomplished, being bounded by severall marked trees
on a North East lyne, as by the sd grant in the Town booke

due relation being had more at large appeareth : Now know
y . a y^t I the sayd John White of Kittery in Piscataqua
River aforesd Yeamon, for a valewable Consideration in hand
payd mee before the Insealing here of, by George Lidden of
the same place Seaman, the receipt w^{of} I doe hereby
acknowledg, & my selfe to bee y^r by fully satisfyd, con-
tented, & payd, & doe hereby for mee my heyres executors
& administrators, & for every of them, for ever, fully &
absolutely acquitt & discharge him the sd George Lidden,
his heyres executors, administrators or Assignes of every
part & Prcell thereof, haue by & with the Consent of Lucy
my Wife, given granted bargained sould alliened assignd &
sett over, & by these Presents doe giue grant bargajn sell
alliene assigne & sett ouer vnto him the sd
George Lidden, all that my late dwelling house
scituate & being in Crooked lane In Piscataqua
River, aforesd, with all & all manner of out
houseing there vnto belonging, togeather with all the aboue
mentioned grant of Twenty acers of vpland as It is buttcd &
bounded, lijng between the Land of John Merridah & Francis
Tricky, being late in my owne Tenour or occupation, & now
In the tenour or occupation of him the sd Geo : Lidden
together with all the priuiledges profetts & appurtenances
y^rvnto belonging or app^rtayneing, & heretofore there with
had vsed possessed & Inioyed, & every part & Prcell there
of/ to haue & to hould the sayd Land & houseing there on,
vnto him the sd Geo : Lidden, his heysr executors & admin-
istrators and assignes for euer, & the sd John White, for
him selfe his heysr executors & administrators & for every
of them doth covenant & promiss to & with him the sd Geo :
Lidden, his heyres executors administrators & assignes, & to
& with euery of them that at Present & before the Insealing
here of, hee standeth ceazed & possessed of the sd Land &
houseing in a good estate of fee symple, & that hee hath not
heretofore done nor suffered to bee done any act or thing w^{ch}
may any way hinder or Impeach his the sd Geo : Liddines


White
To
Lidden

right Title or Interest vnto y^e sd Land or houseing or any part y^rof, & further the sd John Whitte for him selfe his heysr executors & administrators, & for euery of them doth Covenant & promiss to & with him the sd George Lidden his heysr executors administrators & assignes, & to & with euery of them, to defend the Title y^rof vnto him y^e sd George Lidden his heysr executors administrators & assignes against all Prsons w^tsoever/ the Pattentees only excepted/ In witness w^r of I haue here vnto sett my hand & seale/ Dated this ninth day of May Anno Domⁱ: one thousand six hundred & seaventy/ & In y^e twenty second yeare of y^e Reign of o^r Sovereign Lord Charles the secund King of England Scotland France & Ireland Defend^r of the faith, &c: 1670:

Signed sealed & Deliverd

John Whitt his

In y^e p^sence of us/

marke/  (his seale)

Charles Frost/

Lucie Whitt her

John Wincoll/

marke 

A true Cobby of this bill of sayle aboue written transcribed out of y^e originall & y^r with Compared this 6 : febru : 71 :

p Edw : Rishworth ReCor :

[108]

June the 19th day 1654 :

Kittery

To

Jn^e White

This grant Lotted, & granted & lotted out vnto

John White his heyres or assignes for ever, by

the select Townsmen for Kittery, a Lott in

Crooked lane contayneing Twenty Acers of vp-

land, It being fiue acers breadth by the water side, & soe to goe backward into the woods by the same breadth vpon a North East lyne, vntill Twenty Acers of Land bee accomplished, provided It bee in noe other grant before this/ this grant lotted by severall marked trees on each side vpon a North East lyne/

A true Cobby taken June 27 : 1661 :


p mee Humfrey Chadborne Town
Clarke

White To
Leadon

I doe acknowledg that I have sould vnto
Geo : Leadon his heyres executors administrators
& assignes for euer vnto them, the Contents of
the aboue mentioned grant of Twenty Acers of vpland, It
being in breadth five Acers by y^e water side, and soe to
runne backward as witnes my hand this 2und of Decemb^r
1667 : haueing received full satisfaction in hand before the
writeing & signeing hereof/


The marke of John

John Whitte & Lucie

White/ 

Whitte his wife owns this
sayl aboue written to bee

& his wife

Lucie Whitte 

y^r Act & Deed vnto Geo :

Lidden of the Land w^{ch} hee

sould him, for w^{ch} the sd Whitte

is fully satisfyd, before the Court

this 2 : of December 1667 :

Edw : Rishworth ReCor :

A true Coppy of this grant aboue written, & the acknowl-
edgment of John Whitts sayl y^{ro}f to John Lidden, with
John & Luey Whitts acknowledgm^t y^{ro}f, transcribed out of
y^e originall & y^rwith Compared this 6 : ffebru : 1671 : p
Edw : Rishworth

Know all men by these presents that whereas I John
Moses of Portsmouth in the Riuer of Pascattaway haue a
Certaine trackt of Lands in Casco bay to the quantity of
one hundred acres giuen & granted vnto me by Mr Georg

Moses
To
Walker
&
Crebar

Cleuee & Richard Tucker as by an Instrum^t in
writing vnder their hands & seales beareing date

the sixteenth of Aprill Anno Domⁱ One thou-
sand six hundred fourty & six as by the said

Instrument doth more at large appeare/ And

hauing made an Assignement vnder my hand & seale vpon
the back side thereof vnto my two Sonns in Law Joseph
Waker & Thomas Crebar of all my Right therein granted,

w^{ch} assignment beareth date the five & twentieth of May Anno Domⁱ One thousand six hundred sixtie & five. Now know yee that I the said John Moses for & in consideration of the intire loue & affection I beare vnto my said Sonns in Law Joseph Waker & Thomas Crebar as alsoe for diuers other good causes and considerations me therevnto especially mouing & likewise for the better strengthening of the said assignment & sure making of the grant therein expressed, doe hereby declare That I doe freely fully & absolutely giue, grante, alien, enfeoffe & make ouer vnto them the said Joseph Waker & Thomas Crebar their heires executors administrators & assigns Joyntly & eaqually to be deuided as they shall see cause, All that my said lands to me granted & expressed in the writing or Instrum^t to me made by me Georg Cleue & Richard Tucker as abouesaid, to be their & euery of their owne proper Right & Interest & To haue & to hold the same, & peaceably to enioy it wth all the priuiledges thereunto belonging, granted or intended to be granted for & dureing the tearme of Ninetene hundred years from the day of the date hereof fully to be compleat & ended, they paying the Rent therein reserued when it shalbe Leagally demanded by the said Cleue or Tucker, their or either of their heires or assigns (reseruing also and excepting out of the said tearm of years the three & twenty past.) without the lett hinderance molestation or trouble of me or any my heires executors administrators or assigns or any other person or psons off, from, by, or vnder vs or any of vs deputed whatsoeuer. In Witnes whereof I haue herevnto set my hand & seale this third day of July Anno Domⁱ One thousand six hundred sixtie & nine/

Sealed signed & deliuered

John Moses by his mark

in presents of vs
Elias Stileman Sen^r

& seale



(his
seal)

Richard Tucker

Portsm^o the 5th of July. 1669 Joⁿ

Moses acknowledged this Instrument to be his free act & deed before me Elias Stileman Com^{is}s.

A true Coppy of this Instrument aboue written transcribed out of the originall & there with Compared this 29 :
ffebru : 71 : p Edw : Rishworth ReCor :

Know all men by these Presents, that Wee Richard Lockewood of Kittery on Pischataqua River Mariner, & Deborah my wife, for an In consideration of one hundred & fuetty pounds sterling money, to us in hand well & truely payd, by Symon Lyde of Boston M^{ch}ant, the receipt w^r of Wee doe hereby acknowledg, & thereof, & of every part & Prcell thereof, doe clearly acquitt & discharge the sd Symon Lynde, his heyres executors & administrators by these Prsents, haue barganed & sould given granted, assigned Enfeoffed & Confirmed, & doe hereby giue grant, & fully clearely & absolutely, bargan sell assigne enfeoffe & Confirme, vnto the sd Symon Lynde his heyres executors administrators & assignes for ever : All that our now dwelling house and houseing scituate lijng & being In Kittery In New England, & sometyne heretofore in the tenour or occupation of ffrancis Champernoon Esq^r, togeather alsoe with thirty Acers of vpland with the Marsh that lyeth next adioyning to the sayd house at a gutt that parts the sayd Marsh, & the house & Land of Geo : Palmer which sayd Thyrtty Acers of vpland doth runne from the sd gutt towards the house & Land of Robert Edg, vntill the sayd Thyrtty acers of vpland bee fully compleated/ to haue & to hould the aforesd houseing Lands & Meddlows, being bounded nearest with George Palmers Westwardly, Robert Edges Northwardly, & the River Southwardly & Eastwardly, & alsoe the trees woods & vnderwoods comāns easements profitts comoditys advantages Emoluments y^r vnto belonging, or appertayning, or in any manner or wise from thence to be

Lockwood
To
Lynde

had made or rayased vnto him the sd Symon Lynde, his heyres executors administrators or assignes, to his & thejre soole & onely vse benefitt & behoofe for ever; And Wee the sayd Richard Lockewood & Deborah my wife, do for us our heyres executors & Administrators covenāt promiss & grant, to & with the sayd Symon Lynde his heyres executors administrators & assignes by these Presents that Wee the sayd Richard Lockewood & Deborah my wife are before the Ensealing & delivery here of, the soole & proper owners of the afore barganed premisses, & haue In our selues full & Legall Right & authority to giue grant bargane sell & Confirme the before barganed premisses vnto the sayd Symon Lynde, his heyres executors administrators & assignes for ever/ & that y^e afore barganed premisses, & every part & Preell thereof are free & cleare and fully clearely acquitted, discharged of and from all other or former barganes sayles gyfts grants Dowrys Titles Mortgages or Incomberances whatsoever, & shall & will warrant mantayn & Defend the same & every part and Parcels thereof, vnto him the sayd Symon Lynde his heyres executors administrators & assignes for ever, aganst all Prson or Persons whatsoever, any way claymeing or demanding the same, or any part or Preell thereof, and shall & will at all tyme & tymes bee ready & willing to giue & pass more full & ample assurance & Confirmation of the Premisses vnto him the sayd Symon Lynde, his heyres executors administrators or assignes, as In law or equity can bee devised advised or required: And Wee doe hereby render & give vnto the sayd Symon Lynde full & Actuell possession Seisin & Levery of the aforebarganed houseing [109] Thyrtty Acers of vpland with the Meddows and premisses as afore sayd/ In Witness whereof Wee the sayd Richard Lockewood & Deborah my wife haue here vnto putt our hands & seals this Twenty second day of Septembr Anno: Dom^o 1671: & In

the three & twentieth yeare of the Reign of our Soueraign
Lord King Charles the Secund/

Signed sealed & Delivered Richard Lockewood (his
seale)

In the Prsence of us/ Deborah Lockewood (her
seale)

Richard Styleman/

her Marke

R

Samuëll Lynde/

Portsmoth : 22 : Septemb^r 1671 :

Captajn Richard Lockewood & Deborah his wife
acknowledged this Instrument to bee their free
Act & Deed/ before mee Elyas Stylemā :

Comissio^r

A true Coppy of this Deed or Instrument aboue written
transcribed out of the originall, & there with compared word
for word this fifth of March 1671 : p Edw : Rishworth

ReCor :

These Prsents witnesseth, that I Nathaniell
Fryer of Portsmouth, & Christean Fryer my
wife, In the River of Pischataqua M^{ch}ant doe
assigne all my right title & Interest of the
within mentioned bill of sayle vnto Mr Symon Lyndes his
heyres executors administrators & assignes for ever, as wit-
ness my hand this 23 of Septeb^r 1671 :

Witnes vs/

ffran : Champernoown/

Richd Styleman/

Jo : Harvie/

Nathall Fryer

The marke

⌋

of Christean

Fryer/

Portsmouth 22th Febru : 1671 :

Mr Nathall Fryer & Christean his
wife acknowledged this Assignment
vnto w^{ch} they haue sett their hands,
to bee y^r free act & Deede before mee
Elyas Styleman Commissio^r/

A true Coppy of this Assignem^t aboue written with the
acknowledgm^t thereof Transcribed out of the originall &
there with compared this 5th of March 1671 :

p Edw : Rishworth ReCor :

Know all men by these Prsents that I Sylvester Harbert
of Kittery in Pischataqua River & Mary my
wife, for & In consideration of Eighty five
pounds Sterlg in hand payd by Mr Nathaniell
Fryer of Portsmouth In the sd River of Pis-
chataqua M^echant, where with I the sayd Harbert & Mary
my wife doe acknowledg our selues fully satisfyd haue
barganed & sould, & doe by these Prsents bargan sell,
alliene, sell & sett ouer, vnto the sayd Nathaniell Fryer, his
heyres executors administrators or assigns for euer one
dwelling house formerly in y^e occupation of Captaj^r Francis
Champernown, since In the hands of Cap^t Walter Bare-
foote, togeather with Thyrtý Acers of vpland, with the
Marsh that is next adioyning vnto the sayd house, at a Gully
or gutt that parts between the sayd Marsh, & the house &
Land of George Palmer, which sayd Thyrtý acers of vpland,
is to runne from the sayd Gully or gutt including the Marsh
aforesayd, & to compass the sayd house, and to runne
towards the house of the now dwelling house and Land of
Robert Edg on Kittery side aforesayd vntill the sayd Thyrtý
acers of vpland bee Compleated togeather with all the priui-
ledges, and appurtenances there vnto belonging, & apper-
tayning & I the sayd Sylvester and Mary my wife doe
hereby promiss to defend the title here of against all manner
of Prsons whatsoever, laijing clajme to the same, hereby
promissing to deliver vp all writeings concerneing the same
farely written and vncanselled, & to giue any further assur-

Harbert
To
Fryer

ance of the premisses as the sayd Fryer, or his learned Counsell shall devise/ In witness to all and singular the Premisses, I the sayd Sylvester Harbert & Mary my wife, haue vnto these Presents sett to our hands & seales the 29th of Aprill 1662 :

Signed sealed & Delivered

Sylvester Harbert (^{his}seale)

In the Prsence of,

his marke 

Nic : Shapleigh/

Mary Harbert/

Edw : Lyde/

Walter Barefoote/

This Deed was acknowledged

before mee this : 1 : 3 : 62 :

Nic : Shapleigh/

A true Coppy of this Instrument aboue written transcribed out of y^e originall & there with compared this 10th of March 1671 :
p Edw : Rishworth ReCor :

Know all men by these Presents that I Thomas Gorges Deputy Gou^{er}, haue In y^e right of Sir Fardina[~] Gorges K^t Lord Proprietor of the province of
Gorges
To
Canny
Mayn, given & granted vnto Tho : Canny his heyres & assignes for euer three Acers of Marsh or thejr abouts, between Burchim Poynt & Anthonys Poynt, lijug in the Great Marsh that hath been made vse of these two yeares by the sd Thomas Canny, yejlding y^rfore & paijng vnto the sd Sir Fardind^o Gorges his heyres & assignes the some of one shilling on y^e 29 : day of Septembr : Given vnder my hand this 28 : July 1643 :

Thomas Gorges Depty Gou^{er}

A true Coppy of this Grant transcribed out of the originall & there with Compared this 25 : March : 1672 : p Edw : Rishworth ReCor :

[110] Know all men by these Presents that I Thomas Canny Senjo^r, of the County & Towne of Yorke, vnder the Massatusetts Jurisdiction In New England for & in Consideration of Two pounds & tenn shillings In hand payd, by Mr Hatevill Nutter of the Town of Dover, vnder the sd Jurisdiction to my full satisfaction the receipt w^{of} I do by these Presents acknowledg: I haue alienated & sould & do by these Presents further Confirme Infeoff make ouer & assigne vnto y^e sayd Hatevill Nutter three Acers of Marsh less or more, lijng & being in the Town shipp of Kittery, Joyneing vpon the fore River aboue Birch poynt neare the Land of James Emery & Dan^l Gooding, w^{ch} sd Marsh is Co^manly Called the fowleing Marsh/ W^{ch} sayd Marsh was granted to mee by Mr Tho: Gorges in the Right of Sir Fardind^o Gorges the 28: July Año Dom: 1643: the the Proprietor of of the province of Mayn/ W^{ch} sd Marsh with Its priviledges & appurtenances even all my right & title there vnto, I do by these Presents sell & Confirme to the sd Hattevill Nutter his heyres & assignes for ever; To haue & to hould without the lett sujte hinderance or denyall of mee the sd Thomas Canny my heyres executors or administrators, or any from by or vnder any of vs/ I doe further by these Presents allow of, own as right & Lawfull, the possession & Improvem^t w^{ch} y^e sayd Hattevill, or any vnder him hath had or made y^rof, at any time before this Present Writeing, since our verball bargan long since made/ In witnes of the Premisses I Tho: Canny haue here vnto sett my hand & seal this 16th day of Janv: Año: Dom: 1670:

This Deede was signed sealed Thomas Canny Senjo^r (his seale)

Delive^rd In the Prsence of us/

Joⁿ Rayner/ Phillip Cromell/

his marke

This Writeing was acknowledged by Thomas Canny to bee his Act & Deed this 16: Janry before mee Richd Walden Comis^r 1670:

Know all men by these Prsents, that I Hatter-
 vill Nutter, doe hereby Assigne & sett over vnto
 Nutter To John Roberts Senjo^r, all my right title & Inter-
 Roberts est, & Claym w^tsoeuer, that belongeth vnto the
 sd Nutter, by vertue of the with in written Deede of Sayle
 to him the sayd Roberts, his heyres & assignes for euer, as
 witness my hand, this 28 : day of March 1671 : & seale
 Witness Job Clementts/ Hatevill Nutter (^{his} seal)

Hene : Dering/ Dover the 28 : of March 1671 :

Mr Hatevill Nutter Acknowl-
 edged this Assignem^t to bee his
 free Act & Deede/ before mee
 Elyas Stylemā : Commissio^r/

A true Coppy or Coppys of this Deede with y^e Assignem^t
 & acknowledgm^{ts} aboue written transcribed out of the origi-
 nall & there with Compared this 25 : March : 1672 : p Edw :
 Rishworth ReCor :

Wee Whose names are vnderwritten being chosen Select
 men for the Town of Wells, with the free Con-
 sent & approbation of the Inhabitants of y^e sd
 Wells To Town, manifested by the voats at a Legall Town
 Cross meeteing, haue given & granted & by these
 Prsents do giue & grant & make ouer vnto Jos : Cross an
 Inhabitant of the sayd Town, his heyres executors adminis-
 trators or assignes, all o^r right Title & Interest vnto & in one
 hundred & fiuety Acers of Land, to haue & to hould to y^e
 soole vse behoofe & benefitt for ever, bounded on the North
 East side by Thomas Littlefejl^s lott, & on y^e South East
 End by Mr Whelewrightts Land, & on the South West side
 by Ogunquett River vntill It come to bee Thyrtty pooles
 wide, & then being bounded by Fran : Backus his Lott/ It
 is to runne on a West north West Lyne vntill 150 Acers bee

BOOK II, FOL. 110.

Completed/ beareing Date from y^e 20th of Aprill Año :
Domí : 1668 : as Attests o^r hands/

	Willia [~] Hammonds/
A true Coppy of this Grant tran-	Eezekell Knights/
scribed out of y ^e Originall, &	Senjo ^r /
y ^r with Compared this 25 :	John Littlefejd his
March : 1672 :	Marke/ John
p Edw : Rishworth ReCor :	Sam ^l Austine/

January : 1671 :

Given Granted & layd out by the Select men
 York Town of the Town of Yorke, vnto Abra : Preble of the
 To sayd Town a Certen Tract of vpland Contayneing
 Ab: Preble the quantity of fourty fue Acers, being more or
 lesse, lijng along by the sea side before the hither short
 sands as Wee goe to Cape Nuttocke, next adioyning to a
 Prcell of vpland formerly granted vnto John Allcocke &
 John Hurd by Mr William Hooke, & with them exchanged
 by Mr Abra : Preble deceased, for another Prcell of Land at
 Scotland & Tenn Acers more w^{ch} the Town gaue the sd
 Abra : Preble, Adioyning vnto the sd 20 Acers bought or
 exchanged with them/ In the whool being Thyrtty Acers,
 runneing fue scoore poole by the sea, & soe fare backe as
 Compleates the Numbr of Thyrtty Acers, Next Adioyning
 vnto w^{ch} Land, Wee the Select men haue added twenty
 poole more on the North East end or side of the sayd
 vpland, to runne along by the sea side & soe backe into the
 woods the same breadth & together on the backe side of the
 former Thyrtty Acers aboue mentioned, vntill the full quan-
 tity of fourty fue Acers bee fully Completed/ w^{ch} being
 added to the former 30 Acers makes in the full & Just
 Numbr of seaventy fue Acers, lijng & being on the North
 East side of Richd Bankes his & Peter Twisdens Lands/

further granted vnto Abra : Preble Tenn Acres more of
vpland liing aboue & next vnto his greate stoone Lott at the
sea side, & adioyning to the front of Phillip Addams his
lott & soe bounded between y^e little River & Goodm[̃] Bankes
his Lott/

Edw : Rishworth/

A true Coppy of these Grants aboue

John Davess/

written transcribed out of the orig-

Mathew Austine

inall & there with compared this

Edw : Johnson

26 : of March 1672 :

John Allcocke

p Edw : Rishworth ReCor :

To all Christean people, to whome this Present writing
Indented shall come/ the Counsell for the affayres of New
England In America send greeteing, In our Lord God euer-
lasting. Where as King James of famous Memory, late King
of England Scotland, France & Ireland, by his highness
letters Pattents, & Royall Grant vnder the great seal of
England, beareing date the 3d day of Novemb^r In y^e eigh-
teen[̃] yeare of his Reign of England, France, & Ireland &c :
for the causes yⁿ expressed did absolutely giue grant &
Confirme vnto the sd Counsell for the affayres of New Eng-
land in America & thejr successossors for euer, all the Land
of New England, liing & being from fourty to forty eight
degrees of Northerly latitude & in length by all that breadth
aforesd from sea to sea through out y^e Mayn land together
with all the woods waters, Rivers soyles hauenes, harbours
Yslands & other Comoditys w^hsoever therevnto belonging,
with diverse other priuiledges [111] Preheminences profetts
& lybertys, by sea & Land, as by the sayd letters Pattents
amongst other things Contayned, w^hvnto due relation being
had, more at large It doth & may appeare ; Now know yee
that y^e sayd Counsell for the affayres of New England In
America, as well for & In consideration that Thomas Lewis
Gentle[̃] hath already been at the Charge to transport him

selfe & others to take a view of New England in America,
 aforesd, for the bettering of his experience in aduanceeing of
 a plantation, & doth now wholly Intend by gods assistance
 with his Assotiates to plant there, both for the good of his
 Majestys Relmes & dominions, & for the propagation of
 Christean religion amongst those Infidells, & In considera-
 tion alsoe y^t the sayd Thomas Lewis, togeather
 Ply: Counsell with Cap^t Richd Bonighton, & alsoe with there
 To Lewis & Boniton assotiates & Company haue vndertaken at thejr
 own proper Costs & Charges to transport fuety
 Prsons thither with in seaven yeares next Insewing, to plant
 & Inhabitt there, to y^e advancement of the Generall planta-
 tion of y^t COUNTRY, & the strength & safety y^eof amongst the
 Natiues or any other Invadors: Alsoe for the Incoragement
 of the sd Thom^r Lewis, & Cap^t Ric: Bonighton & other thejr
 assotiates & assotiates And other good causes & Considera-
 tions the sd cōsell there vnto moueing, haue given granted
 Infeoffed & Confirmed, & by this Present writeing, doe fully
 clearly & absolutely giue grant Infeoff & Confirme vnto the
 sayd Thomas Lewis, & Cap^t Ric: Bonighton thejr heyres &
 Assignes for ever: All that part of the Mayn Land In New
 England In America aforesd, commonly Called or known by
 the name of Swanekadocke, or by w^tsoever other name or
 names the same is or shall bee hereafter Called or known by,
 scituate lijug & being between the Cape or bay cōmanly called
 Cape Elizabeth & the Cape or bay cōmanly called Cape Por-
 pus Conteyneing In breadth from North East to South West
 along by the sea foure Miles In a streight lyne, or accompt-
 ing seaventeen hundred & three scoore yards according to y^e
 stander of England, to every mile, & eight English Miles
 vpon the Mayn Land on the North side of the River Swane-
 kadock after the same rate, from the sea through all the
 breadth aforesayd, togeather with all the shoares, Cricks,
 bays Harbours & Costs alongst the sea, with in y^e lymitts,
 & bounds aforesd, with the woods & Yslands next adioyne-
 ing to the sd Lands, not being already granted by the sd

Counsell, vnto any other Prson or Prsons, together alsoe with all the Lands Rivers Mines Mineralls of what kind or nature soeuer woods quarries, Marshes waters Lakes, fishings huntings haukeings fowlings Comoditys Emoluments, & hereditaments Whatsoever, with all & singular thejr & every of thejr appurtenances in or with in the lymitts or bounds aforesayd, or to the sayd Land liing with in the sayd Lymitts or bounds belonging, or in any wise app'tayneing: To haue & to hould all & singular y^r sayd Lands & Premisses, with all & singular the woods quarries Marshes Waters Rivers, Lakes, fishings, fowleings, Hawkiness Huntings, Mines Mineralls of what kind or nature soeuer, privileges Rites Jurisdictions, lybertys Royaltys & all other pftts, commoditys Emoluments, & hereditaments w'tsoever, before in & by these Presents, given & granted, or here in ment, mentioned or Intended, to bee hereby given, or granted with thejr & every of thejr appurtenances & every part & Pcell thereof (except before excepted) to ye onely proper vse & behoofe of the sd Thomas Lewis, & Cap^t Richard Bonighton, thejr heysr Assotiates & assignes for ever, vnto the sd Tho: Lewis & Cap^t Richd Bonighton thejr heyres Assotiates & assignes for ever/ Yeilding & paijng vnto o^r Sovereign Ld the King, one fifth part of gould & silver oare, & another fifth part to the Counsell aforesayd, & thejr successors: to bee houlden of the sd Counsell & y^r successors by the rent hereafter in these Prsents reserved Yeilding & paijng therefore yearly for ever vnto the sayd Counsell thejr successors or assignes, for every hundred acres of the sd Land In vse Twelue peence of Lawfull mony of England (Into the hands of the rent gatherer (for the tyme being) of the sayd Counsell thejr heyres or successors for all scervice whatsoever: And the sayd Counsell for the Affayres of New England in America aforesd, do by these Prsents nominate, depute, authorize appoynt & in thejr place & steade putt Willia^m Blackestoon of New England aforesd Clerke, William Jefferys & Edw: Hilton of the same

Gentle: & either or any of them Joyntly or severally, to be their true & Lawfull Attorney or Attorneys, & in their name & stead to Enter into the sayd part or portion of Land, & other the pmisses, with the appurtenances by these Presents, given & granted, or into some part thereof in the name of the whoole, & peaceable & quiett possession & seazin thereof for y^m to take & y^r same soe had & taken in y^r names & stead to deliver possession & seazin thereof vnto the sd Thomas Lewis & Cap^t Richard Bonighton, their heyres Assotiates & assign according to the Teñor forme and effect of these Prsents, ratifying confirming & allowing all & w^hsoever the sayd Attorney or Attorneys or either of them shall doe In or about y^e pmisses by vertue here of; In witness w^hof the sayd Counsell for the affayres of New England aforesayd, haue here vnto caused their coman Seale to be putt yeoven the Twelfth day of febru: Año Dom^o: 1629: & In the fifth yeare of the Reign of our Soueraign Ld Charles by the grace of god King of England Scotland France & Ireland Defend^r of the faith &c:

R: Warwicke

Edw: Gorges/

June 28: 1631:

Possession Levery & seazin had & Delivered by the with in named Edw: Hilton Gentle: one of the Commissioners nominated by the Lords of y^e Consell for y^e affayres of New England, vnto y^r with in named Thomas Lewis Gentle

In y^e psents & sight of the Prsons vnder named/
Tho: Wiggin James Parker/ Henery Watts/ George Vahan/

This is a true Coppy of a Pattent exhibited by Mr John Bonighton vnto the commissioners of the Generall Court, being examined y^r with word for word as Attests/

9: 5th M^o 1660

Thomas Savage

A true Coppy of this Pattent transcribed out of a coppy of y^e originall Attested by Cap^t Tho: Sauage/ & y^rwith compared word for word this 29th of March 1672: p Edw: Rishworth ReCor:

[112] This Indenture made the Thyrteeth day of Decembr In the ninteenth yeare of the Reign of our Sovereign Lord Charles the second, by the grace of god of England, Scotland, France and Ireland King, Defend^r of the faith &c: between John Shephard of Kittery In the Province of Mayn, husbandman, on the one party, & William Seely of Kittery aforesd, In the sd Province of Mayn fisherman, on y^e other party; Witnesseth, that y^e sd John Shephard, for & In consideration of y^r sume of Eleaven pounds, of Lawfull pay of New England in hand before the Insealeing & delivery of these Presents well & truely payd,

the receipt w^of the sayd John Sheaphard doth hereby acknowledg, & him selfe to bee fully satisfied contented & payd, & there of & of euery part Preell & penny there of, doth acquitt exonerate & discharge the sd Willia^t Seely his heyres executors & administrators & every of them for ever by these Presents, & for diverse other good causes, & considerations him there vnto espially moueing, haue given granted barganed, & sould Alliened Inffeoffed, conuayed released, assured Delivered & Confirmed, & by these Presents doth grant bargane & sell Alliene Enfeoff, conuay release, assure deliver & Confirm, vnto the sd William Seely his heyres & assignes all that Messuage or tenement scituate liing & being on the West side of Spruse Creeke, sometyms heretofore in the possession of one Richd Carle, & now In the possession of the sd John Sheaphard, & alsoe and singular houses Edifices, & buildings, now there vpon standing, & being, w^{ch} sd Preell of Land & Tenement doth conteyne by estimation Tenn Acers bee It more or lesse, togeather with all Co^mans easements, profitts co^moditys advantages Emolum^{ts} hereditam^{ies} & appurtenances whatsoever to the sayd Messuage or tenement belonging, or any wise appertayneing; & Asoe all the Right title Clayme vse possession remajnd^r & dem^and w^tsoever, of him the sayd John Sheaphard, his heyres & assignes of in & to the sayd p^rmisses, or of in &

Shephard
To
Seely

vnto every or any part or Preell there of: To haue and to hould, the sd Messuage or Tenement & Land & every part or Preell there of, & all houses Edifices & buildings, & all Coīmanes esements profetts, coīmoditys aduantages Emoluments hereditaments & appurtenances whatsoeuer, vnto the sd William Seely his heyres & assignes for ever, to ye onely soole & proper vse & behoofe of the sd William Seely his heyres & assigns forever, & to & for noe other vse intent & purpose wīsoeuer, & y^e sd Joⁿ Sheppard for him his heyres executors administrators & assignes, & for all & euery of y^m doth hereby Couent^t promiss & grant to & with y^e sd Will Seely his heyres & assignes & to & with euery of them, by these Presents, that hee the sayd William Seely, his heyres & assignes & euery of them, shall & may lawfully quietly & peaceably haue hould vse occupy possess & Inioy to his & thejr own proper vse & behoofe all & singular the sayd hereby granted, & barganed p^rmisses, & every part & Preell thereof with the appurtenances, freed acquitted & discharged, or otherwise well & sufficiently saved, & kept harmeless of & from all & all manner of former & other barganes, sales gyfts grants Leases Joynters Dowries, titles troubles charges & Incomberances whatsoeuer, heretofore had made committed suffered or done, or hereafter to bee had made Coīmitted suffered or done by the sayd John Sheaphard, his heyres executors Administrators or assignes, or any of them, or of or by any other Prson or Prsons whatsoeuer Lawfully Caymeing from by or vnder him them or anie of them: And the sayd John Sheppard for him his heyres executors administrators, & assignes, & for all & euery of them, the sd p^rmisses before hereby granted barganed & sould or hereby ment mentioned or Intended, to bee granted barganed & sould vnto the sayd William Seely, aganst him the sayd John sheppard his heyres & assignes, & against y^e sayd Richd Carle his heyres & assignes, & against all & euery other pson or Prsons whatsoeuer, lawfully Caymeing from by or vnder him them or any of them,

shall & will warrant & for ever Defend by these Presents,
the Right & Title belonging to the Proprietor of the Pattent,
of the Premisses, onely excepted & fore reprzyed: In wit-
ness where of the Prtys aboue named to these p̄sent
Indentures Interchangeably haue sett there hands & seals,
the day & yeare first aboue written/

Sealed & Delivered

The marke of

In the Prsence of

John **S** Sheppard (^{his}_{seal})

Jeremiah Hubbard/ John Sheppard ownes this

Abra : Corbett/ Instrument aboue written to

Edw : Chambers/ bee his act & Deede before

mee this 7th of May 1672 :

Edw : Rishworth Assofe/

This Deed or Indenture aboue written transcribed out of
the originall & therewith compared, word for word this 10th
of 2 : 1672 : p Edw : Rishworth ReCor :

Witnesseth these Presents, that I John Allcocke of Yorke,
do grant bargane & sell vnto Thomas Mowlton of Hampton,
my soole Right & Interest in a Prcell of vpland contayne-
ing three scoore & tenn Acers lijng togeather
next Adioyneing to a Prcell of Land of Arther
Bragdons vp the River, of Yorke, vpon wch
Land there is a small bujlding, three acers of
Land broake vp, & about 15 or 16 Acers more or lesse
fenced in/ And the full quantity of Tenn Acers of fresh
Meddow, lijng at the head of the North West branch of the
aforesd River, being all my right I bought of John Par-
ker, & what other stripps of Meddow the Town gave mee/
In consideration that the sayd Tho: Mowlton shall pay or
cause to bee payd vnto mee the sayd John Allcocke or my
assigns, the Just some of fiuety pounds/ Twenty fiue
pounds to bee payd at or before the last of Octobr next
Insewing, the one halfe to bee Deliuerd In M^rchañble wheate

Allcock
To
Moulton

in Boston at Current prise there, the other halfe at Yorke
In Cattle at prise Current there : prizd by 2 Indifferent men,
each of them chuseing one/ And the other Twenty five
pounds to bee payd at or before the same tyme Twelue
Moenth after In the same pay & In manner as aforesayd :
vpon w^{ch} Considerations I the aforesd John Allcocke & my
assignes, do grant ratify, & Ingage my selfe to make good,
all the Title of my aforesayd Interest of my aforesd vpland
& Marsh now sould vnto Thomas Mowlton, & to his assigns
for ever/ In Witnessse of all & every of the abouesd
p^rmisses, I haue here vnto sett my hand & seale, this 22th
day of March : 1655 :

Signed, sealed & Delivered

John Allcocke (^{his}seale)

In the Prsence of/

Edw : Rishworth/

Ric : Bankes his marke *R*

Thomas Curtis/

A true Coppy of this Deed aboue written transcribed out
of the originall, & y^rwith Compared this 10th Aprill : 1672 :
p Edw : Rishworth Re : Cor :

[113] Witness these Presents that I Thomas Mowlton of

Moulton
To
Maxell

Yorke, In Consideration of fourty two pounds

w^{ch} I am to receiue of Allexand^r Maxwell, as

doth & may appeare by a bond vnder his hand,

do hereby make over sett ratify & confirme, my

soole right & Interest of w^tsoever Lands & Meddows, & all

other priuiledges y^rto belonging, whither of Tymber or

otherwise, w^{ch} I bought of John Allcocke, according to y^e

teno^r of this bill or bond aboue written, vnto the sd Allex-

and^r Maxell, & his heyres & assignes for ever/ witness my

hand this three & twentieth day of Janvary 1657 :

Signed In the Prsence of/

Thomas Mowlton/

Edw : Rishworth/

Henery Sayword/

A true Coppy of this assignement transcribed out of the
originall & y^rwith Compared this 10th 2: 1672: p Edw:
Rishworth ReCor:

To all Christean people to whom this Prsent writeing
shall come, I John Dyament send greeteing/ In o^r Lord god
Everlasting &c: Know yee that I the sd John Dyamont for
diverse and sundrie considerations mee here vnto moueing,
as alsoe for & in the Consideration of the some of Three
scoore pounds in hand payd, w^{ro}f I do acknowledg the
receipt there of, & every part & parcell thereof,
by these Prsents haue barganed sould & sett
over vnto William Dyament my brother, All
that house w^{ri}n the sayd William Dyament now
liueth, with tenn Acers of land contayneing twenty pooles
In breadth, adioyneing to the house, which sayd Premisses,
are scituate lijng & being (In crooked lane, soe co^manly
Called) Mr Thomas Wills his Land bounded on the North
West, & the Lands of Mr Robert Cutt, on the East, w^{ch}
Lands my father possessed by vertue of a Town grant, &
by It this may more playnly & fully appeare; To haue & to
hould the aforesd Premisses, to the aforesd Willi Dyament
his heyres executors, administrators & assignes for ever-
more: And y^e sd John Dyament doth hereby promiss for
him selfe his heyres executors Administrators & assignes,
that the sd Willia^m his heyres executors, administrators &
assignes shall quietly Inioy the aforesd Premisses, with out
any lett hinderance or Molestation from by or vnder him, or
them the aforesd William his heyres, executors Administra-
tors or assignes, yeilding pajng or doeing thinges according
to y^e Customes layd vpon the Premisses/ to these p^sents I
the sayd Joⁿ Dyamo^t haue sett my hand & seal this eight-

Joⁿ Dyemont
To his Bro:
William

eenth day of Novemb^r In y^e yeare of o^r Lord god, one thousand six hundred sixty seaven 1667 :

Scaled signed & delivered, John Dyement (his seal)

In the psence of us/

Hugh Allard/

Arthur Clapha[~]

Portsmoth j : Aprill 1670 :

John Dyament acknowledged this Instrument to bee his Act & Deede before mee Elyas Stylemā : Commisso^r/

A true Coppy of this Instrument transcribed out of the originall & y^r with compared this 28 : of April 1672 :

p Edw : Rishworth ReCor :

The Deposition of Rowland Flansell aged about 30 yeares/
This Deponent sayth, that hee liueing at the house of John Dyament deceased heard the sayd John speake
In giving to his sun William Dyament a Certen Tract of Land, which lyeth between his own lott of Land, & his sun Andrews Lott of Land, and his Elldest sunn John Dyament & his Mother would haue mee to bujld a house vpon the sayd lott for the sayd William, but William at y^t tyme was loath to haue It done, & further sayth not/

Rowland
Flansells
Testi.

Taken this 6th of July 1671 : p mee ffran : Neale Assofe

A true Coppy of this Deposition transcribed out of the originall this 28 : 2 : 72 : p Edw : Rishworth ReCor :

Allexand^r Joanes aged fuetty two years or y^r abouts examined sayth, that hee this Deponent about 4 yeas since, being desired by Cap^t Bryan Pendleton to fetch wood at or vpon the Necke of Land w^{ron} Thomas Crockett now liueth, according to w^h desire hee this deponent did cutt & carry away some wood

Jones
Test
for Crockett

of the same necke of land, but as soone as y^e sayd Crockett vnderstood the same, hee tooke an occasion to meete this Depon^t & discharged him from Cutting any more, vpon w^h discharge p the sd Crockett, this Deponent being vnwilling to loose his labour, desired the sd Crockett to giue him leaue to cutt one boate Loade, & hee would desist & come there noe more/ vpon w^h promiss the sd Crockett tould him that If hee this Deponent would cutt It vpon his Accompt should, but should cutt none vpon Cap^t Pendletons, w^h this Deponent did accept, & cutt & carjied away/ & further sayth not/

Taken vpon oath the seauenth day of febru : Anno : Dom[~] : 1667 : before mee ffrancis Champernown Just^e pe :

A true copy of y^s Deposition transcribed out of y^e originall this 19th of June 1672 : p Edw : Rishworth ReCor :

Squire
for D^{no} The Deposition of Barnard Squire aged 40 years or y^r abouts/ this Deponent witnesseth y^t was I was cutting wood with William Woolfe In Spruse Cricke aganst Tho : Crocketts feild, w^of severall tymes the sd Crockett forewarned vs, from cutting wood, & after wee came to vnderstand that It was the sd Crocketts Land, wee left off cutting/ & further sayth not/

Barnard Squire tooke his oath to w^t is aboue written this 17th day of June 1672 : before mee John Cutt Commissi^r/

A true Coppy of this Deposition aboue written transcribed out of the originall this 19th of June : 1672 :

p Edw : Rishworth ReCor :

The Deposition of John Whitte aged 66 years or thereabouts/

White
for
D^{to} This Deponent being sworne sayth, that about nine or 10 years agoe, wⁿ Thomas Crockett did brew for Cap^t Pendleton, being Present at his brew house did heare Cap^t Pendleton & Thom^s Crockett discourse of Land & the sd Crockett did desire Cap^t Pendleton that he would not meddle with that Land that hee was about to buy of Ryce Tomass because It was the sd Crocketts Land, & It would breed a great difference between them/ & then Cap^t Pendleton replied God forbid that I should do any man wrong, I will not meddle with it/ & further sayth not/

Taken vpon oath this 24 : of June 1669 : before mee Rog^r Playstead Assotiate/

A true Coppy of y^s deposition transcribed out of the originall & y^rwith Compared this 19 : of June : 1672 :

p Edw : Rishworth ReCor :

The 19th of Septembr 1659 :

The declaration of Jane the Indean of Scarbrough concerning Land/

This aforesayd Jane alias vphañum doth declare that her mother namely Naguasqua the wife of Wickwarrawaske Sagamore, & her brother namely vgagoyuskitt & her selfe namely vphannu[~] coeally hath sould vnto Andrew Alger, & to his brother Arther Alger a Tract of Land, beginning att the Mouth of y^e River Called blew Poynt River, where [114] the River doth part, & soe bounded vp along with the River Called Oawascoage in Indean, & soe vp three scoore poole aboue the falls, on the one side, & on the other side bounded vp along with the Northermost River, that Treaneth by the great hill of Abram Jocelyns & goeth Northward,

bounding from the head of y^t River South West & soe to the
aforesd bounds, namely three scoore pooles, aboue the Falls ;
This aforesayd Vphanum doth declare, that her mother &
brother & shee hath already in hand received full satisfaction
of the aforesayd Algers for the aforesd the Land from the
begining of the world to this day provided on conditions that
for tyme to come from yeare to yeare yearly, the aforesd
Algers shall peaceably suffer vphanum to plant In Andrew
Algers feild, soe long as vphanu[~] & her mother Neguasqua
doe both live/ & alsoe one bu[~]ll of corne for acknowledgm^t
euery yeare soe long as they both shall Liue/ Vphanu[~] doth
declare that y^s bargan was made In the yeare 1651: vnto
which shee doth subscribe/

the marke of vphanum/ ✱

In y^e Prsence of Robert Cooke/ the day & date aboue
written/

Jane an Indean Woman, did appeare before mee the 21th
of June 1672: & did acknowledg this Instrum^t was the deed
of her mother & her selfe, before mee Bryan Pendleton

Asso^{te}/

A true Coppy of this Instrument, with the acknowledg-
ment y^{of}, transcribed out of the originall & y^rwith com-
pared, this 25th of June 1672: p Edw: Rishworth ReCor:

A further acknowledgm^t of this Deed pa: 151:

Where as there is foure hundred pounds Sterling, due
vnto Robert Gibbs of Boston M^cchant which
Sayword
To
Gibbs
sayd some by these Prsents I doe acknowledg
doth yett remajne vnpayd; Therefore know all
men by these Prsents, that I^r Henery Sayword
of Yorke haue barganed & sould, & do by these Prsents
bagane & sell alien assigne & sett ouer, vnto Robert Gibbs

aforesayd, all that my dwelling house, with my Mill I am now building at Wells together with all my Lands lieng & being between Cape Porpus River & Kenebunke River, being about a Mile broad & a mile in length bee It more or lesse/

To haue & to hould the aforesayd house lands Mill with all the priuiledges vtensells and appurtenances therevnto belonging, or In any wise appertayneing, to him the sd Robert Gibbs his heyres executors administrators or assignes for ever without the lett or hinderance of mee the sayd Hene: Sayword my heyres executors Administrators or assignes/ Always provided & It is hereby agreed vpon that; If I the sayd Hene: Sayward my heyres executors Administrators or assigns shall well & truely pay or cause to bee payd vnto the sd Robert Gibbs, his executors Administrators or assignes, the full & just quantity of Two hundred thousand foote of M^{cht}^{ble} square edg'd pine boards, to bee delivered at some conuenient Landing place by the water side at Wells In manner & forme followg vidzt that is to say sixty thousand foote of the aforesayd mentioned boards to bee payd at or before the twentieth day of Septemb^r next insewing the date hereof and fourty thousand foote more of the aforementioned boards to bee payd at or before the tenth of March next insewing the date hereof, and one hundred thousand foote more being y^e residue of the aforementioned two hundred thousand foote aboue expressd, to bee payd at or before the last day of July, which shall bee In the yeare of our Lord god one thousand six hundred seaventy three with out frawd or delay, that then this Deed to bee voyd & of none æffect, otherwise to stand In full force & vertue, as full & as firme & cleare as If this Deed had been made with all the tearmes of Law & art as any deed or Morgage W^tsoeuer/ In witness w^{of} I haue here to sett my

hand & seal this twentieth day of June one thousand six hundred seaventy & two/

Signed sealed & Delive^rd

Henery Sayword (^{his}_{seal})

In the Prsence of us/ June 20th 1672 : Henery Sayward

Elyas Styleman/ came & acknowledged the aboue

Mary Styleman/ written to bee his Act & Deed
before mee

Elyas Styleman Commissio^r

A true Coppy of this Instrument aboue writen transcribed
out of the originall this 27 June 1672 : & y^rwith Compared
p Edw : Rishworth ReCor/

This Indenture made the fifth day of June In the yeare
of our Lord God one thousand six hundred seaventy two,
between Cap^t Fran : Champernoon of Kittery in the County
of Yorke Esq^r, of the one party, & Nathall Fryer of Ports-
mouth, In the County of Norfocke M^rchant of the other
party, Witnesseth y^t the sayd Fran : Champnoon, for & In
consideration of y^e some of eight hundred & thirty pounds

of lawfull pay of New England, in hand before
the sealing & delivery of these Presents, well &
truely payd the receipt w^rof, the sd Francis
Champernoon doth hereby acknowledg, & him

selve to bee fully satisfyd Contented, & payd, & y^rof & of
euery part & penny thereof doth acquitt Exoⁿrate & dis-
charge, the sd Nathall Fryer his heyres executors adminis-
trators & assigns, & euery of them by these Prsents/ Hath
granted barganed & sould, aliend Enfeoffed, convayed
released, assured delivered & Confirmed, & by these psents
doth grant bargain & sell alliene Enfeoff^s Convay release
assure deliver, & Confirme vnto the sd Nathll Fryer his
heyres & assignes, All that Westernne part of the Ysland,
commanly called & known by y^e name of Cap^t Champer-
owns Ysland, begineing at a place y^r co^manly Called Pejree

his Landing place, & soe along that ditch fence through the Marsh over the beatch, vpon a East North East lyne, the sea therefrom thence to y^e Harbours Mouth on the South East side, & the harbour of Pischataq, & y^e Crick that goes to or through Braueboate harbour, to y^r sd Landing place or ditch fence, on the North & West sides y^rof/ And alsoe all that Ysland at the Harbours Mouth Called Wood Ysland, the two fishing Yslands & all other Yslands, & Isletts Crickes, Coues, & alsoe all & singular houses, Edefices & bujldings, ways paths passages, Trees, woods, vnderwoods, comons, Marshes sault & fresh, Easments, profetts comoditys advantages, Yslands Rocks or Ysletts w^tsoeuer, to the sd hereby granted & barganed p^rmisses, belonging or in any wise app^rtayneing: & to & with the same now vsed occupied & Inioyed as part Preell or Member thereof, [115] or of any part or Preell thereof/ And alsoe all the right title, Clāye Interest, vse possession reversion, & demānd w^tsoeuer of him the sayd Francis Champernown of in & vnto that part of the sayd Ysland, & p^rmisses with y^e appvrtenances belonging in or any wise app^rtayneing & of in & vnto euery part & Preell there of; To haue & to hould that part of the sd Ysland before hereby granted barganed & sould, or ment mentioned and Intended to bee herein, & hereby granted barganed, & sould vnto the sayd Nathāll Fryer, his heyres & assignes for ever, to the soole & onely vse benefitt & behoofe of the sd Nañll Fryer, his heyres & assignes for ever, & to & for noe other vse intent or purpose w^tsoeuer: And the sd Fran: Champernoown for him, his heyres executors administrators & assignes, & for all & every of them doth hereby Covenant promiss & grant to & with the sayd Nathāll Fryer, his heyres & assignes, & to & with euery of them p these Presents, that hee the sd Nañll: Fryer his heyres & assigns, shall & lawfully may from tyme to tyme, & at all tymes hereafter quietly & peaceably haue hould vse occupy possess, & Inioy to his & y^r own proper vse & behoofe of all and singular the sayd before hereby granted & barganed p^rm-

issues, & every part and Preell there of, with y^e appur-
 tenances freed acquitted & discharged, or otherwise well &
 sufficiently saved kept harmeles of & from all manner of
 former & other barganes sayles gyfts grants Morgages,
 Leases Joynturs Dowrys recognicezes Judg^{ts} Executions
 titles troubles, Charges & Incomberances w^hsoever, hereto-
 fore had made committed suffered or done or hereafter to
 bee had made committed suffered or done by the sd Fran:
 Champernown, his heyres executors or Administrators, or
 any or either of them or of or by any other Prson or Prsons
 w^hsoever, lawfully clajmeing from by or vnd^r him y^m, or any
 or either of them: And the sd Fran: Champernoown for
 him his heyres executors Administrators, & for all & every
 of them doth further hereby Covenant promiss & grant to
 & with the sd Na^{tl}: Fryer, his heyres executors Adminis-
 trators & assignes, & to & with euery of them by these
 Presents, that hee the sayd Francis Champnown, at the tyme
 of the Insealeing & delivery hereof, now is the very soole
 true pfect & absolute owner of the sayd Prmisses hereby
 granted barganed sould, or ment mentioned or Intended, to
 bee herein granted barganed & sould, & that hee now hath
 good right full pouer & Lawfull authority, to grant bargane
 & sell y^e sayd Prmisses, & every part & Preell thereof with
 the appur^{ances}, vnto the sd Natha^l Fryer his heyres &
 assignes in manner & forme aforesd; And the sayd Fran:
 Champⁿown for him his heyres executors & Administrators,
 & for all & every of them doth hereby further Covenant
 promiss & grant to & with the sd Nathanjell Fryer his
 heyres executors Administrators & assignes, & to & with
 euery of them by these Presents, that hee y^e sayd Francis
 Champnown shall & will with in the Tearme of seaven
 years, next Insueing the date hereof, & vpon the reasonable
 request cost & charges in the law of him the sayd Na^{tl}
 Fryer, his heyres & assignes make, doe acknowledg execute
 & suffer, or cause & procure to bee made done acknowl-
 edged executed & suffered all & euery such further lawfull

& reasonable Act, & Acts, thing & things devise & devises, assurances & conveyances in the Law w^hsoever, for the further more better & p^{er}fect assuring sure makeing & Inioijng of the sayd Premisses, & every part and Parcell thereof, with the app^{er}tenances hereby granted, bargained & sould, vnto the sd Nath^l Fryer his heyres & assignes, for ever: Bee It by fine or fines, Recouery or Recouerys with single or double voucher or vouchers, deed or deeds Inrowled or not Inrowled the acknowledgm^t, & Inrowlment of these Presents, release confirmation with warranty, or without warranty, or by all any or as many of the ways & deuises aforesayd, or by any other ways or meanes whatsoeuer, as the sd Nath^l Fryer his heyres or assignes, or his or y^r Counsell Learned in the Law, shall bee reasonably devised, advised & required, soe as the sayd Fran: Champnoown at the tyme of such request to bee made as aforesd, shall not bee compelled, nor compellable to travell from the place of his vsual aboad, aboue fīue Miles for the doeing, executeing & Prformeing, of any other conveyance or Assurance soe to bee made as aforesd/ In witness where of the Partys first aboue named to these Present Indentures, Interchangeably haue sett thejr hands & seales, the day & yeaere first aboue written/ 1672 :

Sealed & delivered, francis Champernown (^{his}seale)

In the Presence of,

Robert Gibbs	June : 6 th : 1672 :	Cap ^t Francis Champer-
Jo : Harvie/		nown acknowledged this Instrum ^t to
Abra : Corbett/		bee his free Act & Deed, before mee
		Elyas Stylemā : Commissio ^r

A true Coppy of this Instrument aboue written transcribed out of the originall & y^rwith compared word for word this fīueteenth day of July one thousand six hundred seaventy two p Edw : Rishworth ReCor

Memorandu : that vpon the sixth day of June in the yeaere with in written the with in named Fran : Champernown, did giue & deliuer quiett & peace-[116]able possession, & seazen

according to course of Law, vnto the with in named Nathall Fryer, to haue & to hould to him his heyres & assignes for ever, according to y^e Teñor of the deed with in written/ In the Prsence of/ Elyas Styleman/ Abra: Corbett/ Robert Gibbs/ Jo: Harvie/

vera Copia of possession deliuered as aboue written transcribed out of the originall this 15th of July: 1672:

p Edw: Rishworth ReCor:

The Deposition of Sañll Donell aged about 27 yeares/

S. Donnells
Test.

This Deponent being examined, maketh oath, that about the tenth of Aprill last, being in the Barbadoes, heareing some discourse between John Legatt Maister of our Catch & Christopher Carpenter, about some Moñeys that hee vnderstood was due vnto the sayd Carpenter, from Joⁿ Legatt, The sd Leggat expressed him selfe willing y^t the sd Carpenter should goe y^e vioage with him, & w^t was due hee would pay him/ & further did heare John Legatt say y^t hee was foure pounds odd money in Christopher Carpenters debt/ w^h money as hee sayd hee borrowed of him/ & further sayth not/

Taken vpon oath this 16: July: 1672: before mee

Edw: Rishworth Assofe/

A Trve Coppy of this oath transcribed & Compared w^h y^e originall, this 16: of July 1672: p Edw: Rishworth

ReCor:

Know all men by these Prsents that I Fran: Smale or Cascoe sometymys Called Falmouth for diverse good Causes & valewable Considerations mee there vnto moueing, more especially that I am Indebted vnto Mr Geo: Munioy of the same place, the some of Two hundred & fourty pounds=7^s: 5^d,

Small
To
Mountjoy

& p bill vnd^r my hand, will more largely appeare, for the better security vntill the sd bill shall bee fully satisfyd, doe by these Presents, grant assigne & sett ouer vnto the sd George Munioy, all such debts as are now owing from or remajneing in the hands of any Indean or Indeans Inhabiting with in New England, as alsoe all Such debts as shall bee due vnto mee hereafter, vntill such tyme as I haue satisfyd the aforementioned bill, & doe by these assigne Constitute & ordayn, the sd Mr Geo : Munioy my true & lawfull Atturney in my name, but to the onely proper vse of him the sd Munioy, his executors administrators or assignes to receiue the sd debts, & for default of payment to sue arrest & Imprysone the sd Debtors, Ratifyng allowing & confirmeing w^hsoeuer my sayd Atturney shall doe, or cause to bee done in & about y^e p^misses, as fully & In as large manner as I my selfe might or could doe ; And I the sd Samle doe promiss y^t euery tyme I do returne out of the Countrey, to giue Just Accopt to y^e sd Munioy of all such debts as shall bee due from any Indeans, & doe likewise by these Presents make ouer, vnto y^e sd Geo : Munioy all the right title & Interest, that I haue might haue or out to haue to any land or houseing at Osibey, vntill such tyme as the forementioned bill shall bee Just satisfyd, & then y^s Ingagem^t to bee voyd & of none effect/ for the true Prformance here of I haue here vnto sett my hand & seale, this 23 : Febru : 1662 :

Witnesse/


Francis Smale (^{his}_{seale})

francis Neale/

Fran : Neale tooke oath In Court that

Hene : Donell his

hee saw Fran : Smale signe seale &

Marke 

Deliu the aboue writeing as his Act

& deed to Mr Geo : Munioy & y^t his

hand is sett two as a witness/ Dated

July : 5 : 72 : Edw : Rishworth

ReCor :

I Fran : Neale doe Attest vpon y^e oath of mine, that I was Prsent & a witness w^h Fran : Smale did signe & seale &

deliver the letter of Attorney written on y^e other side of this paper, as his Act & Deed, vnto Mr Geo : Munioy, by mee
Francis Neale Assotiate/ March 13 : $\frac{1669}{70}$

Henry Donell maketh oath, that hee was p^{re}sent & a witness wth Fran : Smale did signe seale & Deliver, the letter of Attorney written on the other side of this paper, as his Act & deede, vnto Mr Geo : Munioy/ Taken vpon oath this first of Aprill 1670 : before mee Fran : Neale Assotiate/

A true Coppy of this Instrum^t or assignement as written on the other side, & of the euidences y^evnto afixed & vnder-written, transcribed & Compared by the originalls this 18th of July 1672 : p Edw : Rishworth ReCor :

T. Holms
Test.

Thomas Holms being examined testifyd vpon oath, that being in discourse with John Legatt at Boston, amongst other matters, hee the sd Legatt sayd hee was behoulden to one Christopher Carpenter more then others, for hee had lent him monys, but for the Just quantity hee remembers not/

July : 26 : 72 : Taken vpon oath, before mee Edw : Rishworth Asso^{te}

This Indenture made the eighteenth day of Aprill Anno Domⁱ one thousand six hundred seaventy two, In y^e 24th yeare of the Reign of our Sovereign Lord Charles the second, of England Scotland France & Ireland King, defend^r of the faith &c : Witnesseth, that I Henery Greenland of Kittery Poynt In Pischataqua River In New England Chyergion, for & in Consideration of the some of Two hundred pounds, of current & Lawfull pay of New Eng-

Greenland
To
Shapleigh
&
Bickam

land, to mee In hand already payd, before the Ensealeing here of, by Major Nicholas Shapleigh & William Bickeu~: both of Piscataq River in New England aforesd M^{ch}ants, the receipt w^{ro}f I doe hereby acknowledg, & my selfe there with to bee fully satisfyd, haue & doe for my selfe my heyres, executors & administrators, give grant bargan sell aliene Enfeoff & Confirme, vnto them the aforesayd Shapleigh and Bickeum, & to both of them thejr heyres executors administrators & assignes, all the house w^{ch} I now possess, & wherein I now dwell, & Inhabitt seituat lijng & being on Kittery Poynt aforesayd, with halfe an Acer of Land or y^rabouts, with an out house garden & sellers, with the appurtenances y^rvnto belonging, vnto the sayd Nic: Shapleigh & Wilt: Bickeu~: & to both of them thejr heyres executors administrators or Assignes to ever/ & I y^e sayd Henery Greenland doe for my selfe my heyres executors & Administrators, Covenant promiss & agree to & with the sayd Nicholas Shapleigh & William Bickum, & to & with both of them there heyres, executors Administrators & assigns to saue secure defend & keepe harmeless from all former & other barganes, sayles Joynters Dowrys, titles Troubles, & Incomberances whatsoever, & further that y^e sayd Major Shapleigh, & William Bickeum & both of them thejr heyres [117] executors administrators & assignes, shall peaceably & quietly Inioy haue hould occupy, & possess all the aforesayd demised Premisses, & euery part & Pcell thereof, to them selues there heyres executors, administrators & assignes for ever more/ without the lawfull lett trouble molestation or hinderance of mee the sayd Hene: Greenland or of any Prson or Prsons whatsoever, lawfully Claymeing any right title Interest in or vnto the Premisses, or any part y^{ro}f from by or vnder mee fyrmely by these p^sents/ Provided always that if the sayd Henery Greenland, his heyres executors Administrators or assignes shall well & truely pay or Cause to bee payd, vnto the aboue named Nicho: Shapleigh & William Bickeum to both & either of

them, thejr heyres executors Administrators & assignes, the Just & full some of Two hundred pounds of current & lawfull pay of New England, at on or before the first day of Novemb^r, w^{ch} shall bee in the yeare of our Lord God one thousand six hundred seaventy & three, Ensueing the Date hereof/ that then the aboue named Nicholas Shapleigh & William Bickeu[~] & both & either of them, thejr heyres executors & Administrators shall quietly & peaceably surrender deliver & giue the aboue mentioned Premisses, to the onely vse possession & Improuem^t Inioyment & behoofe of the sayd Henery Greenland, to him selfe his heyres executors Administrators as formerly for ever, according to the true Intent & meaning of these Prsents, anything whatsoever herein Contayned to the Contrary, Notwithstanding/ In witness whereof the sayd Henery Greenland shall herevnto sett & putt his hand & seal the day & yeare aboue written

Signed sealed & Deliud

Heñ : Greenland (^{his}_{seale})

In y^e psence of us/

Henery Greenland appeared this

John Shapleigh

24th Aprill 1672, & acknowl-

Tho : Watkines/

edged this writeing or deed to
bee his Act/ before mee

Ric : Walden Comissio^r/

A true Coppy of this deede with the acknowledgment y^rof transcribed out of the originall & therewith Compared this
28 : July : 1672 : p Edw : Rishworth ReCor :

To all Christean people to whom this psent Writeing shall come/ send Greeeting : Know yee that I Hene : Greenland of Kittery Poynt In the River of Pischataqua Chyergion, for & In consideration of the su^me of one hundred & Twenty pounds of Current & lawfull pay of New England in hand already received of & from Major Nicholas Shapleigh & William Bickum, both of Pischataq River In New England

aforesayd M^rchants, w^of & of every part & P^rcell thereof, do acknowledg & Confess my selfe to bee fully Contented payd & satisfyd, & the sayd Shapleigh & Bickum, to bee freely & for euer hereafter exonerated acquitted & discharg'd for y^e same, haue given granted barganed & sould & Confirmed, & doe by these p^sents giue grant bargane sell & Confirme vnto the sayd Nicholas Shapleigh & William Bickum, thejr heyres executors Administrators or Assignes for euer,

the one halfe, or one halfe part of the Hull of a
Dⁿ^o Pinke or vessell burthen eighty Tun^s or thereabouts, w^h is (& was formerly) known by the name of Santa Maria/ with all her Masts yards sayles, Roopes standing & Running Riggine, Cables Anchors with the boate, & all other materialls & appurtenances, vnto the sd Pinke or vessell belonging, or In any wise app^rtayneing/

To haue & to hould the aforesd halfe or halfe part of the sd Hull of the aforesayd Pinke or vessell, with the aboue mentioned Premises, thervnto belonging, vnto them the sayd Shapleigh & Bickum, & to there only vss & behoofe of them, thejr heyres & assignes for euer more/

The sayd Henery Greenland doth further Covenant promiss Ingage & warrant for him selfe, his heyres executors administrators firmly by these P^rsents to mantayn defend saue & keepe harmeless the sayd Nicho: Shapleigh & William Bickum thejr heyres or assignes or either of them from all & all former gyfts Grants bargans sayles, had made suffered or Committed to bee done, by the sayd Hene: Greenland his heyres or assignes or either of them, & the sayd p^emiss hereby given granted barganed and sould, & every part & P^rcell there of, with the appurtenances there vnto belonging, aganst him the sayd Greenland his heyres & assignes, & against all & every P^rson or P^rsons w^osoever lawfully Clayming any right title or Interest into or out of the p^emisses, or any part y^of, shall & will for euer warrant & for euer Defend by these p^sents, & to noe Intent vse or purpose, whatsoever/ according to y^e true Intent & meaning of these p^sents/

In witness where of the sayd Hene : Greenland, hath here vnto sett & putt his hand & scale this twentieth day of Aprill one thousand six hundred seaventy two/

Signed sealed & Deliverd	Hene : Greenland (^{his} _{scale})
In y ^e p ^s ence of us/	Henery Greenland acknowledged
John Shapleigh	this writeing, to bee his Act &
Thom : Watkines	Deede this 24 th of Aprill 1672 :
	before mee Ric : Walden

Comisso^r/

vera Copia, of this Instrument aboue written, with y^e acknowledm^t thereof, transcribed out of the originall & y^r with compared this 28th of July 1672 :

p Edw : Rishworth ReCor/

[118] These p^sents witnesseth, that I William Broad, with the Consent of my wife Abigayl doe In consideration of the Just some of Ninety pounds to bee payd mee in M^rcha^{ble} fish & oyle by Dygory Jefferys, Assigne make ouer & Conuay, my soole Right Title & Interest of all those lands houseing, wth all other appurtenances y^r vnto, as Conuayed vnto mee In the Deed aboue written by Hene : Greenland, from mee my heyres Administrators & assignes vnto the Dygory Jefferys his heyres Administrators & assignes for ever/ In testimony w^of, I haue here vnto sett my hand this 9th day of June 1670 :

William Broad/

Signed & Deliud


In p ^s ence of/	Willi [~] : Broad & Abigayl his wife doe own
Edw : Rishworth	the Assignm ^t aboue written to y ^r own
John Davess/	Act, owned before mee, Fran : Raynes
	Asso ^{te} / 10 : June 1670/

I William Broad Deliuẽd, & quiett & peaceable possession & seazin of y^e lands aboue granted was given & Deliverd

Book II, Fol. 118.

by the aboue named Witt: Broad at y^r dwelling house vnto
y^r sd Dygory Jefferys vpon the 14th day of June 1670: in
name of possession & seazin, of all Lands Tenēts &
Hæreditant^s in y^r Deed aboue written Contayned, to haue
& to hould vnto y^r sayd Dygory Jefferys his heyres &
assignes for ever, according to y^r Teñor and true meaneing
of the Deed aboue written/ In þsence of/

Geo: Peason/

Dauid Cymball/ A true Coppy of the Assignment & pos-
Nie: Payne his session aboue written transcribed out
marke  of y^e originall, & y^rwith compared
this 3: of August: 1672: p Edw:
Rishworth ReCor

Know all men by these Prsents that Wee
Greenland & Barefoot To Corbett
Henery Greenland of Kittery in the County of
Yorke, Chyergeon, & Walter Barefoote of Dover
Chyergeon, haue remised released, discharged
quitt Claymed, and for us ours & each of o^r
heyrs executors & Administrators, & every of them, do
remiss release discharge & for euer quitt clayme vnto Abra-
ham Corbett of Shipscott distiller, of & from all or any
title, or Interest vse clayme possession Reversion & Remajn-
der w^hsoever, w^h Wee or either of us heretofore haue had,
now haue, or hereafter may or can might or out to haue of
into or out of any of the houses & lands of the sayd Abra:
Corbett scituate lijing & being in Kittery aforesd, as Well
that w^h the sd Corbett purchased of the sd Walter Bare-
foote, as y^t w^h hee purchased of Thomas & Ephraim Crock-
ett, or any other Prson or by other ways or meanes What-
soever, & which Wee may or might Clayme by vertue
þtence or Colour of any trust in us or either of us reposed,
or by any þtended deed to us made, or any other way or
meanes whatsoever/ In witness w^{of} Wee haue here vnto

sett our hands & seales the 15th day of July Ann^o: Dom^o:
1672:

Hene: Greenland (^{his}_{seale})

Sealed & Deluid by Mr Greenland

()

the day & Date aboue written/ The Marke of

Walter Jones sign'd **E** Dygory **D** Jefferys

Dygory Jefferys doth Attest vpon his oath, that this
release or discharg aboue written, was the Act & Deed of
Hene: Greenland, w^rvnto Walter Joanes & him selfe are
both witnesses/ Taken before mee p^ri: of August 1672:
Edw: Rishworth Assofe

A true Coppy of this Instrum^t with in written transcribed
& examined Cum origine this 9th: 6th: 72:

p Edw: Rishworth ReCor:

The Deposition of Ephraim Crockett 28 years or there-
abouts/ examined & sworne sayth as followeth/

That hee this Deponent about the Moenth of August:
1669: being at Kittery in the County of Yorke, & vnder-

standing that some Lands were to bee layd out

Crockett

by Cap^t Fran: Champernown vnto Abra: Cor-

Test for

Champernown

bett Consisting of about Three hundred & sixty

Acers, w^h Walter Barefoote sould to y^e sayd

Corbett, & w^h the sd Barefoote purchased of Cap^t Champ-
noon, w^h lands were then layd out by Cap^t Champnown as
aforesd, but wⁿ the sd Cap^t Champnown came to or neare a
house wheare Walter Knight lived, the sayd Cap^t Champnown
refused to goe any further, except the sayd Corbett would
gr^ānt him tenn Acers of Land lijng on either side of y^e sayd
house; and for that y^e sayd Corbett as I then vnderstood
was not willing to haue any difference, or any sujte to bee
Com^ēenced as touching the laiing out of the sd Land, did com-
ply with the sd Cap^t Champernoown, & sould him tenn Acers
of land for tenn pounds/ the sd walter Barefoote & Mr

Greenland being then p̄sent, did not any way dislike or Interrupt the sd bargan between them, but disliked that the sd Champnoown should desire any such thing of the sayd Corbett: The Land soe layd out begane at the North East End of Mr Lockwoods fence, vpon a poynt of the Compass to the stepping stoones, neare the house w^r Ryce Tommass now liueth/ & further doth not depose/

Taken vpon oath this 19th of June, 1672: before me
Edw: Rishworth Asso^t

vera Copia transcribed & examined p the originall this
9th of 6: 72: p Edw: Rishworth ReCor

This Indenture made the tenth day of Septemb^r in the yeare of our Lord God one thousand six hundred sixty nine, between Abra: Corbett of Kittery In y^e County of Yorke & Aylce his wife on the on Party, & Mr Henery Greenland of Kittery Gentle: & Cap^t Walter Barefoote of Dover Gentle: of the other P^rty, Witnesseth that the sayd Abra: Corbett, for & in consideration of that Naturall loue & affection w^h hee beareth vnto the sd Alice Corbett his sd wife, & vnto the three children of her body by the sd Abra: Corbett begotten, vidz^t John Corbett, Elizabeth Corbett, & Alice Corbett, & for some provision of Maintenance & edu-

Corbett
To
His Children
education to bee had, & provided to & for her the sayd Alyce & her sayd three children, & for diverse other good Causes & Considerations, him y^rvnto moueing hath given granted Infeoffed & Confirmed, & by these p̄sents doth giue grant Infeoffe & deliver, & Confirme vnto them the sayd Henery Greenland, & Walter Barefoote & there heyers, All that dwelling house & land scituate standing & being vpon Kittery Poynt, where in the sayd Abra: Corbett now doth dwell, & inhabitt conteyning two Acers bee It more or lesse/ And alsoe nine Acers more lijng vpon the sayd Poynt, formerly purchased

of Ephraim Crockett, Spruse Cricke there lijng on the North, & West sides, & land of Fran: Morgan lijng on the South & East sides there of/ & alsoe all that three hundred & sixty Acers of Land, likewise purchased of the sd walter Barefoote Party to [119] these Presents/ & alsoe fourescoore acers of Land formerly purchased of Cap^t Francis Champernown lijng in spruse crieke, as by the Assurances there of will at large appeare, & alsoe all & singular ways paths passages Trees woods vnderwoods, co^manes easements profitts, co^moditys, advantages, Emoluments heridatam^{ts}, & appurtenances w^{ts}oeuer, to the sayd dwelling house & Preells of Land belonging or any ways appertayneing, to haue & to hould the sayd before hereby given, granted & Infeoffed p^misses, & all houses aedifices & bujldings lands tenements hereditaments & appurtenances w^{ts}oeuer, vnto them the sayd Hene: Greenland, and Walter Barefoote to the vses, Intents & purposes here after mentioned & reserved and to & for noe other vse Intent or purpose w^{ts}oeuer, that is to say, as for touching & Concerneing the sayd dwelling house warehouse, the sayd two acers of Land, the sd Nine acers & foure scoore Acers before mentioned, shall bee & remajne from the day of the date hereof to the vse of the sayd Aylce Corbett, for the maintenance & aeducation of her selfe & children, vntill the sayd John Corbett shall Attayne to y^e age of one & Twenty yeares or bee married & the one Moety halfe & halfe deale of the same houses & Lands shall bee & remajne from the day of the date hereof, to the vse of the sayd John Corbett, his heyres & assignes for ever/ & the other moety halfe & halfe deale of houses & lands & p^misses shall bee & remajne to the vse of the sayd Alyce Corbett, for & dureing the tearme of her naturall life, & after her decease, to y^e vse & behoofe of the sayd John Corbett, his heyrs & assignes for ever/ & as for touching & concerneing all that Three hundred & sixty acers of Land lijng In Kittery formerly purchased of the sayd Walter Barefoote one hundred & sixty acers where of shall bee & remajne to the vse

of the sayd John Corbett his heyres & assignes for ever/ & the other two hundred Acers shall bee & remajne to the vse of Elizabeth & Aylee Corbett for the rayseing of provisions for them wⁿ they shall come to the age of eighteen yeares a peece/ provided always that If it shall seeme good to y^e sayd Hene : Greenland Walter Barefoote and Aylee Corbett the Ellder at any tyme hereafter, or that counsell shall advise Itt, may bee more advantagious for the subsistance of sayd Alyce & children to sell or dispose of all or any part of the before given granted & Infeoffed pmisses, that then they the sd Hene : Greenland & Walter Barefoote shall full pouer to & with the approbation of the sayd Alyce Corbett the Ellder, to sell convay & dispose of the sd houses & Lands & premisses, & every or any part or Preell there of, with y^r or with appurtenances at thejr will & pleasure, & the purchase money of the sayd houses & Lands, soe to bee sould as aforesayd, shall bee & remajne to y^e vse of the sayd Alyce, & her children for ever, to bee Imediately payd to the sd Alyce, according as shall bee by her ordered, & directed/ one hundred pounds whereof, If the Lands shall bee soe sould as aforesayd, shall be payd vnto the sayd Abra : Corbett, If hee shall either by his Prsone, or any writeing vnder his hand, demand the same/ & that these Prsents & every thing here in Contayned, shall stand Continew remajne & bee, to the vse intents & purposes, before herein lymitted, appoynted & declared, & to & for noe other vse, intent or purpose Whatsoever/ In Witness whereof the Partys aboue named to these Prsent Indentures, interchangeably haue sett thejre hands & seales, the day yeare first aboue written/

Abraham Corbett (^{his}_{s.ale})

Sealed & Delivered, & quiett & peaceable

possession of the dwelling house aboue granted, was given in name of possession & seazin, of all Lands tenements & hæriditytam^{ts} in the Deed aboue written convayed, & hould to them, according to y^e vsses, intents

& purposes, & according to y^e tenor & true
meaneing of the Deed aboue Written In Pres-
ence of/ George Norton

Tho : Watkines/ Thomas Watkines doth depose, that
the aboue Deed or Instrument, was
the Act & deed of Abra : Corbett

to Hene Greenland, & that George Norton was Present, at the
signeing sealeing & Deliuery of y^e same, as a witness with
the sd Watkines/ taken before mee this 12th d : 4 : M^o : 1672 :
vpon Oath, Edw : Rishworth Assotiate

Vera Copia, of this Deed or Instrument aboue written,
transcribed out of the originall, & y^rwith word for Word
compared this 9th of August 1672 : p Edw : Rishworth

ReCor :

To all Christean people to whom these Presents shall come/
Know yee that I Joseph Bolls & Mary my wife, of the Town
of Wells In the County of yorke, in the Collony of the Mas-
sachusetts in New England, for a certen some of money in
hand payd, & by us received, & other valewable considera-
tions, us there vnto [120] espetially moueing, haue barganed
& sould, & doe by these Presents bargan sell assigne & make
ouer vnto Charles Frost of Kittery in the County aforesayd,
a Certen peece of sault Marsh lijng & being in the Township
of Cape Porpus, contayneing tenn Acers more or
less, w^{ch} was formerly Morgan Howells, & given
to the sayd Mary Bolles, as by his will may &
doth appeare, & was excepted out of the Marsh
& Land, sould by the sayd Morgan Howell to John Barret
of Cape Porpus, being bounded on the South & South East
by a Necke of Land, on the East side the little River, & on
the North East with Major Pendletns Marsh, & on the North
with the River that runnes towards Sacoe, & on the West
with the River that runnes vp to Ric : Youngs house/ the sd

Bolls
To
Frost

Charles Frost to haue & to hould the sayd Marsh with all the priuiledges y^r vnto belonging, to him his heyres executors, & assignes for euer/ without y^r lett denyall & Contradiction of mee the sd Jos : Bolles, & Mary my wife, or of any Prson from by or vnder us, our heyres executors or assignes, or either of us/ w^hvnto Wee haue sett our hands & seales, this 3d day of Aprill 1672 :

Signed sealed & Delivered

in psence of vs/

John Davess/

William Johnson/

his marke 

Jos : Bolles/ (^{his} seale)

Mary Bolles

her marke  (^{her} seale)

Mr Jos : Bolls & Mary his wife do
acknowledg this Instrument to
bee there Act & Deed vnto Cap^t
Charles Frost before mee Edw :
Rishworth Assotiate/

A true copy of this Instrument transcribed & examined
by the originall this 9th day of August 1672 :

p Edw : Rishworth ReCor :

Know all men by these Presents that I John Clarke of
Portsmouth Yeamon, & Elizabeth my now wife, for and in
consideration of the some of fourty pounds Sterlg : in hand
payd by John Hoole of the Town of Kittery
Yeamon, the which I do acknowledg to haue
received, & wherewith I am fully satisfyd Con-
tented & payd, by these Presents haue barganed
& sould, & doe by these Presents bargan sell aliene assigne
and sett ouer vnto the sayd John Hoole his heyres executors,
administrators & assignes for ever, a Tract or Preell of
vpland & swampe Contayneing by estamation one hundred
& fiuety Acers bee It more or lesse, scituate lijng & being
over Spruse Cricke in the Townshipe of Kittery, aforesayd,

Clark
To
Hoole


being bounded with the Land of Tho: Withers, on the West side the length of the sayd Tract, being one hundred & sixty rodd, & bounded by Marked trees on the South End of the sd Tract, one hundred & fiuety rodd, as alsoe bounded on the North end of the sd Tract, with marked trees to y^e extent of one hundred & fiuety rodd, as may appeare vpon Record of y^r Town booke of Kittery, granted & layd out to the sayd John Hoole, and by him sould vnto mee the sayd John Clarke, & now by mee sould backe agajne vnto the sayd John Hoole, with all woods vnderwoods trees paths passages profetts, Comodytys, Emolument^s, priuiledges appurtenances y^rvnto belonging, or In any wise app^rtayneing, to bee vnto y^e onely vse pfett & behoofe of the sayd John Hoole, his heys & assignes for ever, & for noe other vse Intent and purpose w^hsoever, free & cleare from all former bargajnes sayles gyts grants, Morgages Dowrys, or title of Dowrys, or any other Incomberance w^hsoeuer, had made done, or suffered to bee had mayd or done by mee y^e sd John Clarke, or from any other prsone or Prsons from by or vnder mee, and that I the sd John Clarke doe further promiss for my selfe, my heyres, my executors & assignes, to defend the Title of y^r aforebarganed pmisses, to the sayd John Hoole, his heyres executors administrators or assignes against all & all manner of Prson or psons laijng lawfull Clayme to y^e same from by or vnder mee, my heyres executors or assignes, and that I will giue vp all my Writeings, Concerneing the before barganed Premisses, fayrely written & vncancelled, & here vnto I bind my heyres executors and Assignes/ In witness where of I the sayd John Clarke & Elizabeth my wife, haue herevnto sett our hands & seals the seaventeenth day of Septemb^r One thousand six hundred & seaventy, & In the two & twentieth yeare of the Reign of

our Sovereign Lord Charles the second King of England
Scotland France & Ireland, Defend^r of the faith: 1670:

Signed sealed & Delivied

John Clarke (^{his}
seale)

in the psence of us/

The sign  of (^{her}
seale)

The marke of

Elizabeth Clarke

Andrew Symmons



Elyas Styleman/

Portsmouth the 7: of Janry 1670:

John Clarke & Elizabeth his wife
acknowledged this Instrument to
bee thejr free Act & Deed, before
me Elyas Stylemā: Commissio^r/

A true Coppy of this Instrum^t or Deed above written
transcribed & examined by the originall this 11th day of
August: 1672: p Edw: Rishworth ReCor:

[121] Know all men by these Prsents, that I Elizabeth
Garnesey of Pinhoo, in the County of Deavon Widdow,
haue made ordayned Constituted, appoynted, & authorized,
& by these Prsents doe make ordayne, Constitute, appoynt
& Authorize, Bennett Oliver of Coffines Well,

Eliz^a Garnesey
Power of Attor.
To
Oliver

In the County aforesayd, my true and Lawfull
Attorney, for mee & in my name, to aske
deamānd, Leavy recouer, & receiue, of & from


such Court, or Cōrts of Justice or Judicature, or others for
houlding pleas, & tryalls of Tytles & Suites of Right, with
in the Yles of shoales or else where, or from any Prson or
Prsons w^tsoever, all such some & sūmes of Money as or may
bee any way due owing or Comeing vnto mee, as Admin-
istratrix to Wiff: Garnesey my late deccased Husband,
giveing & by these Prsents granting vnto my said Attorney
full pouer & Lawfull Authority, for mee & In my name to
aske demaund, Leavy recouer & Receiue the same by all due
orderly & Legall ways means and proceedings, & vpon
Recēpt & payment to bee made for mee, & In my name to

make seale & deliver Acquittance or acquittances, receipts or other discharges, as shall bee meette reasonable & Con-
venjent; any Prson or Prsons for non payment, to sue
arrest Implead declare aganst, Imprison, & Cause to bee
Condemed at his pleasure, againe to recouer & receiue, one
or more Attorney or Procter Attorneys, or Procters vnd^r
him or them, to substitute ordayne & appoynt, & further to
doe execute & finish all and singlar, thing & things w^tsoe-
uer, that shall bee needeful necessary & expedient, in &
about the pmisses, & all & w^tsoeuer my sd Attorney shall
Lawfully doe or cause to bee done, therein, I promise to
allow ratify, and confirme, as fully & amply In all respects,
as If I myselfe were psonally Prsent & did the same/ In
witness y^eof I haue herevnto sett my hand & seal the second
day of Janu: with In the yeare of our Lord God one thou-
sand six hundred & sixty/

Sealed & Deliverd In the p^sence The marke of

of Peter Brown/

Nichō: Renalds/

 (her
seale)

Elizabeth Garnesy

A true Coppy of this Instrument aboue written tran-
scribed out of y^e ReCords & y^rwith Compared this 14:
August 1672: p Edw: Rishworth ReCor:

Know all men by these Presentes that I Bennett Oliver
haue Received full satisfaction of William Rogers,
concerneing the estate of William Gayrnesey, to
w^{ch} estate the sd Rogers was Administrator, here
in New Eng^ld & this I the sd Bennett Oliver
haue Received by vertue of a letter of Attorney from Eliza-
beth Widdow to y^e sd Wiff: Garnessy, doth & may appeare,
& I the sayd Bennett doe here by discharge the aforesd
Willia^m: Rogers, his execut^s administrators & assignes for

Oliver
To
Rogers

ener, concerneing the abouesd Administratorship as witness
my hand this twelfth day of August 1671 :

Witness

Bennett Oliver

Arthur Clappum/

his marke 

vera Copia of this receipt aboue written, transcribed &
Compared by y^e originall this 14 : August, 1672 :

p Edw : Rishworth ReCor/

Kellond's
Caution dis-
charged

Mr Edw : Rishworth/ Sir/ this cavnion is
voyd, therefore shall desire you to take It off,
When Cap^t Champnoon Mr Fryer, or either of
them require it/ By request of Mr Nath Fryer/
Portsmouth 30th of June 1670 : Tho : Kellond/

By this order of Mr Thom : Kellond the Cavnion to Cap^t
Champernowns land is reversd, as by Entry vnder the same
in the ould booke of ReCords/ 22 : 6 : 72 :

p Edw : Rishworth ReCor :

To the Marshall of Hampton or his Deputy/

You are required in his Majestys name, to leavy this exe-
cution on the goods Chattles Lands & for want there of the
bodys, of Cap^t Walter Barefoote, or Mr Henery Greenland
or of either of them to the valew of Twenty pounds, with
two shillings for the execution, & is to satisfy Abra Drake
Benjaⁿ Swett, & Hene : Green, for soe much allowed to them
by the Judgm^t of the Court houlden at Hampton the 10th
day of the 8th M^oenth 1671 : & here of you are not to fayle
at your perill/

By y^e Court Tho : Bradbury ReCor :

This execution, demand made the 20th of the 8th 1671 : 21 :

Greenland
&
Barefoot by
Exeenⁿ To
Drake Swett
& Green

this execution leavyed vpon a Prcell of Land on
Kittery poynt, all tendered except w^t the ware-
house stands vpon by Cap^t Barefoote, ouer
against the great Ysland, & bounded by Major
Shapleigh, as appeareth by a bill of sayle vnder
his hand prized at twelue pounds/ prizers John

Readmā : & John Pickerin, chozen by Cap^t Barefoote &
Henery Green/ Demand 20th leavied the 21 : 8 : M^onth :
1671 :

the 21: 8th M: 1671: y^s execution leavyed vpon a Peell of biskett of Cap^t Walter
Barfoots, to y^s just valew of 303 pounds of Cap^t Barefootes prized at 22 s p c prizers Ric:
Stylemā: Joⁿ Readā: Senje^r Nov^r 15: 1671, by mee Abra: Drake Marshall |

by mee Abra Drake Marshall

This execution leavyed vpon two thousand foote of pine
boards, & fourty six foote of Mr Hene: Greenlands/ prizers
Rowland Flansell & Nañl: Drake chosen by Henery Green,
& Mr Greenland/ the boards tendered, & prized at Thyrt y
shillings p ¹⁰⁰⁰_m: the 15th of Novembr 1671 :

by mee Abraham Drake Marshall/

The remajnd^r part of this execution, demand, leavyed
vpon Mr Henery Greenlands Prson to the Just valew of
three pounds six shillings/ & satisfyd by Isacke Coule vpon
Mr Greenlands Accōpt the 18 : or 19th of Novembr 1671 :

Entred the 28th of Novembr 1671 : by mee Abra : Drake

Tho : Bradbury/

Marshall/

This is a true Coppy of the abouesd execu-
tion with the severall returnes, as It stand-
eth reCorded In the County ReCords,
for Norfocke lib^r 2 : pa : 228 : 229 : soe
Attests Tho : Bradbury ReCor :

A true Coppy transcribed & as aboue written Compared
this 28 : 6 : M^o : 1672 : p Edw : Rishworth Re Cor :


BOOK II, FOL. 121, 122.

October : 28 : 71 :

Received & Accepted of Samuell Austine my father in law,
seaventeen pounds seaven shillings as In full satisfaction of
all debts dues & demands, & more espetially of
all Considerations due from my father in law,
the sayd Samll Austine for my filiall portion,
hereby doe discharge him from y^e same : & do accept of y^e
sd seaventeen pounds seaven shillings in full satisfaction of
all demāds w^hsoever, from the beginning of the world to this
psent date, from my fathers estate, as witness my hand/

Witnesse/

Joseph Storer/ marke

Jeremiah  Storer/

William Chillson his, / A true Coppy of this receipt tran-
scribd & compared by the originall this 22 : Octobr 1672 :

p Edw : Rishworth ReCor :

[122] This Indenture made the Thyrteenth day of May,
one thousand six hundred seaventy two, between Fran : Lit-
tlefejd Senjor of the Town of Wells, in the
County of Yorke, In the Colony of the Massatu-
setts, on the one Prty, & John Littlefejd Senjor,
his brother, of the same aforesd Town on the
other Party, Witnesseth that y^e aforesd Fran : Littlefejd,
hath barganed & sould, & by these psents clearly barganeth
& selleth to the aforesd John Littlefejd his part & portion
in the saw Mill, that hee the sayd Fran : Littlefejd hath
partnership in with his aforesd brother, the w^h saw Mill is
att or vpon the falls of Ogunquett, at the westerne end of
the aforesd Town of Wells/ & with the aforesayd saw Mill is
hereby barganed & sould three hundred of Loggs more or
lesse that lyeth as is aboue the abouesd Mill, not being as
yett floated downe there vnto, & with the sayd Mill all
Tooles & Implem^{ts} as by a serule beareing date with this
Instrument, will more fully appeare, & more Prticularly
togeath^r with all the priuiledges & appurtenances y^t there

F. Littlefield
To
John

vnto the aforesd Mill app^rtayneth & belongeth: To haue & to hould the sayd Saw Mill, & all other the Prmisses with the appurtenances, vnto the sayd John Littlefejd, his heyres executors, his Administrators & assignes: & alsoe the sd Fran: Littlefeld hath sould to y^e sd John Littlefejd all writeings & Instrum^t grants deeds, & euidences wth hee or any other Prson hath or haue concerni^{ng} the p^rmisses, or any part or Preell of the same, & the sd writeings all & every one of them hee doth covenant & grant to deliuer or cause to bee delivered vnto the aforesd John Littlefejd, him his heyres executors Administrators & assignes, with in six weekes tyme after the date hereof & the sd Fran: Littlefejd doth for him selfe, his heyres executors administrators & assignes Covenant promiss & grant to & with the sd John Littlefeld him his heyres executors administrators & assignes, that hee the sd Littlefejd, & his heyres, executors Administrators & assignes, shall & may lawfully peaceably, & quietly haue hould & vse, occupy, possesse, & Inioy the sayd p^rmisses, & all & euery of them y^e appurtenances, & every part & Preell there of for ever, with out any lett, or any manner of lett, sujte, trouble disturbance, euiction or Interruption of the sd Fran: Littlefejd him his heyres, Executors, Administrators & assignes, or any of them, or of any Prson or Prsons whatsoever, Claymeing by or vnder him, them or any of them, or by his or there meanes, Act title, Consent privity or peurement/ In witness w^of the sayd Fran: Littlefejd Senjo^r for him selfe his heyres executors Administrators & assignes, haue here vnto sett to his hand & seale firmly to all Constructions Intents purposes as is before expressed by these Prsents the day & yeare aboue written/

Fran: Littlefejd (^{his}
seale)
Senjo^r

Signed sealed & Deliuerd

In the p^sence of/
Sheth Fletcher/
Robert Waylkumm/

✕

This Instrument acknowledged the
day & yeare aboue written, by
fran: Littlefejd Senjo^r to bee
his Act & Deed before mee
Bryan Pendleton Asso^te/

A true Coppy of this Instrument aboue written transcribed
& Compared by the originall this 2 : day of Septemb^r 1672 :
p Edw : Rishworth ReCor :

This Indenture made the eighteenth of July, In the yeare
of our Lord god, one thousand six hundred seaventy two,
Between Abra : Corbett of shipscott River, on the Easterne
side of Kenebecke distiller, of the one Prty, & Fran : Wanewright of Ipswich In the County of Essex, & John Fabines
of the Ysles of shoales M^{ch}at^s of the other Party, Witness-
eth, that the sd Abra : Corbet, for & in Consideration of the
some of Nineteen pounds tenn shillings, & eight peece, of
lawfull pay of New England, In hand before then sealeing, &
Delivery of these Psents, well and truely payd the receipt
w^rof, the sayd Abra : Corbett doth hereby ac-
knowledg, & him selfe to bee fully satisfyd, con-
tent^d & payd : Hath granted barganed & sould,
Enfeoffed & Confirmed, & by these psents doth
grant bargane & sell Enfeoff, & Confirme vnto
the sayd Fran : Wanewright, & John fabines thejr heyres &
Assignes, all that Tract of Land Contaneing fourty acers,
seituate, lieng & being In Kittery In the County of Yorke,
In a Cricke there Called & known by the name of Spruse
Cricke, & lieng on the East side of that Tract, and being
Pcell of the Lands, w^{ch} the sayd Abra : Corbett purchased
of Cap^t ffancis Champnoown of Kittery aforesayd, & begine-
ing at the head of the Cricke, there being sixteen Rod In
breadth, at y^e head of the sayd Cricke, and runneing backe
into the Woods vntill fourty Acers bee Compleate propor-
tionable In breadth to that Tract of the sayd Abra : Corbetts,
A brooke or streā of Water there lieng on the East side
thereof: To haue & to hould the sayd fourty Acers of Land,
before herein & hereby granted barganed, & sould propor-
tionable as aforesayd, vnto the sayd Fran : Wanewright, &

Corbett
To
Wanewright
&
Fabines

John Fabines, thejr heyres & assigns for ever; Provided
always that If the aboue Named Abra: Corbett, his heyres
executors or Administrators or any or either of them, doe &
shall Well & truely pay, or cause to bee payd vnto the sayd
Fran: Wanewright, & John Fabines the full & Just some of
Nineteen pounds ten shillings & eight pence, In good Well
cured Merchant^{ble} dry Cod fish at price Current, at or vpon
the last day of June next Insewing the date here of, then this
psent Morgage to bee voyd, & of none affect, to all Intents
& purposes w^{so}ever, provided alsoe that this Morgage bee
noe barr to the sayd Abra: Corbett, for selling & disposing
of the sayd Lands, hee the sayd Corbett paying the aboue
mentioned some, to the sayd Fran: Wanewright, & John
Fabines in the spetic aforesd, at the day & tyme aforesd/ In
witness whereof, the Partys first aboue named to these psent
Indentures Interchangeably haue sett y^r hands & scales, the
day & yeare first aboue written/

Sealed & delivered

Abra: Corbett (^{his}seale)

In the psence of/

Elyas Styleman/

Jonathan Wade/

James Pendleton/

A true Coppy of this Morgage transcribed & Compared
with the Originall this 3 of Septembr 1672:

p Edw: Rishworth ReCor:

[123] This Indenture made the one & twentieth day of
Aprill in the yeare of our Lord one thousand six hundred &
seaventy, between William Palmer of Kittery husbandman,
on the one Prty, & Peter Glanefejld of Portsmouth taylour,
on the other Party, Witnesseth, that the sd William hath
putt his daughter Rachell Palmer a child of three years & 3
quarters ould, an Apprentise vnto the sayd Peter Glanefejld,
& his wife, y^r heyres executors & administrators, after the

manner of an apprentice wth him, & her to dwell vntill the
 sayd Rachell Palmer shall accomplish sixteen
 yeares & one quarter Comeing from the day of
 the date hereof, & thence forward dureing & for
 the tearme & space of sixteen yeares & a quarter,
 bee fully expired & Ended, dureing & by all wth sayd
 Tearme, the sd apprentice, her sd Maister & dame faithfully
 shall serue, thejr secreats shall keepe Closse, there Comānds
 lawfull shall Willingly do, hurt to her sd Maister & dame
 shall not doe nor suffer to bee done, but to her pouer shall
 lett or give her maister & dame tymely notice there of, & in
 all things shall beare & behaue her selfe, both in words &
 deeds/ & the sd Maister doth for him selfe & wife Covenant
 & promiss to & with the sd William Palmer, & with Rachell
 Palmer app^rntice, dureing & by all wth sd tearme, to find
 his sd apprentice sufficient of meate drinke & apparell wash-
 ing lodging, & all things fitting such an Apprentice, & to
 bring her vp to reade sew & knitt with a reasonable measure
 of Chatichisem^t & at the end of her tyme to giue her double
 apparell, one sujte for Lords days, & the other for workeing
 days/ & the sd William Palmer In recompence of the care &
 bringing vp of his daughter by the sd Glanefejld, doth hereby
 giue grant bargane & sell, & doth by these p^sents acknowledg
 to haue given, granted barganed & sould, aliened, assignd
 sett ouer & Confirmed, vnto the sd Peter Glanefejld his
 heyres executors administrators or assignes, a Preell or
 peece of Land contayneing twelue Acers, scituate liijg &
 being, in a Cricke that runnes vp between the Land of Tho :
 Spinny, & the sd Palmer, fronting vpon the sayd Cricke,
 Twenty & foure pooles broad, & runeing backe into the
 Land foure scoore pooles, by a little Riverlett that parts the
 Land of Christopher Joyse, & Edward Clarke and the sayd
 William Palmer, to bee layd out with meete butts & markes
 on y^e South side thereof, togeather with all the woods, vnder-
 woods, trees ways paths, and passages, & all appurtenances &
 priuiledges there vnto belonging and app^rtayning to bee to the

only use & behoofe of the sd Peter Glandfejd, his heys & assigns for ever, with out any the lett hinderance, Molestation or trouble, of him the sd William Palmer, his heyres executors, administrators or assigns free & cleare from all form & other Gytts, grants Morgages sayles, or other Incomberances w^tsoever, & doe hereby promiss to defend the Title of the afore bargayed pmisses, vnto the sd Glandfejd his heyres executors or assigns, against all pson or psones w^tsoever, from by or vnder mee, laijng Clayme vnto the same; And here vnto I bind mee my heyres my executors & Administrators/ In witness whereof the sayd Wilt Palmer & the sd Peter Glandfejd to these p^sents, haue Interchangeby here to sett thejr hands & seals, the day & yeare first aboue written/ 1670 :

Signd sealed & Deliuerd

William Palmer (^{his}scale)

In y^e p^sence,

of William Hutchinson/

Elyas Stylemā : Testes/

william Palmer acknowledged this Instrument to bee his free act & Deed/ second of May 1670 :

before mee Elyas Stylemā Commission^r/

Bee It remembred that on the 23^d day of May 1670 : the with mentioned Twelue Acers of Land, was layd out & bounded by the sayd Palmer, vnto the sayd Glandfejd, and Is as followeth/ It begines at the brooke with in mentioned, that parts the Land of the sd Palmer and Christopher Josse In part & Edward Clarke In part, & runnes vp by the side of the sd brooke, from the Mouth fuety two pooles to a hemlocke Marked on foure sides, & from thence about fourty poole on a South West lyne/ to a Hemlocke marked on foure sides, neare to the Edge of a little swampe & from thence vpon a West North West poynt, down to the Cricke side to a dead stumpe, & a redd Oake Marked neare a little Runne of Water, w^{ch} is dry In the

D^{to}

summer, & from that sayd stumpe & Redd Oake by the Cricke side, to the Mouth of the brooke or Runne whear it first began/ This was owned Consented to & agreed vpon by the abouesayd Prsons, the day & yeare first aboue written/ before mee Elyas Stylemā : Commissio^r/

A true Coppy of these Indentures, & of this Instrument aboue written transcribed out of the originall this Eleauenth day of Septe^{br} 1672 : p Edw : Rishworth ReCor :

June 25 : 1658 :

Know all men by these psents, that I Gregory Jefferys of Cape Porpus Yeoman, In Consideration of five pounds Sterlg : in hand Receiud haue barganed sould & granted vnto Cap^t Bryan Pendleton three small Yslands, being & lijng at Cape Porpus, being the very next Yslands, vnto that w^h the sayd Bryan formerly bought, & John Bush as his Tenant doth now possess, the w^h Yslands are thus distinguished, vidz^t the folly Ysland, being the middlemost of the three, lijng on the Westerne side of the Mayne Harbour/ The Goate Ysland lijng on the Easterne side of the aforesayd folly Ysland/ & greene Yland, lijng next to y^e sd Bryan Ysland/ all w^h the aforesd three Yslands, I the aforesayd Gregory haue sould made ouer & Confirmed to the sayd Bryan his heyres & assignes for euer/ to haue & to hould & quietly to possess, & Inioy as his own just right & title/ In witness w^{of} I haue sett my hand & seale, this Twenty fifth of June fifety eight/

Signed sealed & Delivered/

In psence of us/

Sheth Fletcher/

Edw : Goodenow/

The marke of

Gregory Gefferys (^{his} seal)

the marke of 

Mr Seth Fletcher doth Attest vpon his oath, that this was the Act & deed of Gregory Jefferys taken before mee 10th Septemb^r 72 :

Edw : Rishworth Assotiate/

A true Coppy of this Instrument transcribed out of the originall & there with Compared this 11th Septemb^r 72 : before mee Edw : Rishworth ReCor :

To all people to whome these p^sents shall come/ I Elizabeth Harvy of Falmouth in Cascoe bay Widdow Send greetting ; Know yee that I the sd Elizabeth Harvy for an in consideration of the naturall affection, & loue w^{ch} I haue & beare vnto my beloued sunn Natha^l Mittine, & alsoe for the Compleating of his full portion of fourty pounds, left him by his father Michell Mittine deceased, as alsoe for diverse [124] other good causes & Considerations, mee here vnto moueing, haue given & granted, & by these p^sents doe giue

Harvy
To her Son
Mitten

grant & Confirme vnto the sayd Natha^l Mitting, a Certen Pcell of Land liyng & being in Casco Bay, neare the house of Michaell Mittine, deceased, bounded as followeth ; To begine at the

end of the Corne feild, that lyeth about South West from the house, & from thence vp along the River vnto a great Pine tree, being the furthest bounds mentioned in a deed from Mr Geo : Cleue to my husband, Michaell Mitten, deceased, & from the sd Corne feild to the sayd pine tree to Runn between the North & West through the Necke an aequall breadth to the extent of my bounds to y^e Long Marsh, with all the woods trees & priuiledges, w^{ts}oeuer therevnto belonging, & alsoe a pcell of Marsh ouer against the sd house, being all y^e Marsh called the Ysland Marsh, & all the Marsh in barbury Cricke/ to haue & to hould the sd Tracts of Land with all the priuiledges, y^rvnto belonging, vnto the sayd Natha^l Mitting his heyres executors administrators & assignes, to his & y^r owne proper vses, & behoofs for ever, freely or quietly, with out any matter of Challenge clame or demand of mee the sayd Elizabeth Harvy, or of any Prson or Prsons w^{ts}oeuer for mee in my name, by my

cause meanes or procurement, & with out any money or other things y^rfore to bee yeilded payd or done vnto mee the sayd Elizabeth Harvy, my executors administrators & assignes, only if any high rent to any bee to bee payd, then to bee payd by y^r sd Nathanjell & his for euer/ further Know yee that I the sayd Elizabeth Harvy haue putt y^r sd Nathall In quiett possession of the Premises/ In witness w^rof I haue here vnto sett my hand & seale, this 27: day of July: 1672:

The marke of Elizabeth

Signed sealed & Deliverd In the
psence of us/ George Ingersoll/
John Allicett his marke

Harvie/  (her seal)



Geo: Ingersoll Senjo^r & John
Allicett made oath this 27:

A true Coppy of this Instrum^t
transcribed out of the origi-
nall & there with Compared
this 13: Sepb^{er} 1672: p

of July: 1672: that they
saw Mis Elizabeth Harvy,
signe seale & deliuer this
aboute Instrument to the vse
of Nathall Mittine as her
Act & deed before mee

Edw: Rishworth ReCor:

George Munioy Asso^{te}:

Know all men by these Prsents that I William Phillips of
Saco^e River In the province of Mayn In New England, for
diverse good Causes & valewation Considerations, but more
espetially for & in Consideration of fourty pounds in hand
received of Mr Richd Hitchcock of the same place & pro-
vince, haue given granted barganed & sould, & by these
psents haue given granted barganed & sould alienated
Enfeoffed & Confirmed vnto the sayd Hitchcocke his heyres
executors administrators & assignes, Certen tracts & Preells
of Lands as Marsh & vpland lijng & being
bounded as followeth, to say the house lott on
w^{ch} the sd Hitchcocks house now stands, that
being out of any other lease or deed/ Alsoe tenn

W^m Phillips
To
Ric^d Hitchcock

Acers of Wood Land, lijng & being scituate on the Westward end of the Lands of Mr Fran : Hooke, Mr Geo : Pearson & Joⁿ Sargeants/ alsoe a peece of Marsh lijng by Duckepond, formerly Called by the name of Williams his Marsh/ alsoe a peece of Marsh & vpland known by the name of Battens Ysland, w^h the Towne of Sacoe gaue mee/ alsoe a Tract of Marsh, & a Necke of vpland, lijng on the West side of the little River, in Cape Porpus bounds, which William Scadlocke formerly possessed/ to haue & to hould the sayd Lands, & euery Preell thereof, with all growth & Growths & appurtenances there vnto belonging for ever, freely & Clearly acquitted, exonerated, & discharged off & from all manner of Morgages ingagements or Incomberances w^tsoeuer; Alsoe I the sayd William Phillips for my selfe my heyres executors administrators & assignes, doe warrant saue & keepe harmeless the sd Mr Ric : Hitechocke, his heyres, executors, Administrators off & from any Prson or Prsons that shall lay any Clayme, Right title, or Interest to the Land or Lands, vpland or Marsh, or any Part or Preell there of, from by or vnder mee thrōgh any Prtences w^tsoeuer/ for the true Confirmation of the pmisses, I haue with Bridgett my wife subscribed our hands & seales the twenty second day of July one thousand six hundred sixty eight, & in the nineteenth yeare of the Reign of our Sovereign Lord Charles by the grace of god King of England Scotland ffrance & Ireland, Defend^r of the faith/

Signed Sealed & Delive^rd

William Phillips (^{his}_{seale})

in psence of us/

Bridgett Phillips (^{her}_{seale})

Nath^l Phillips/

Major William Phillips doth acknowledge this Instrument with in written to bee his free Act & Deed this 14th of June : 73 : before mee

Sarah Haaly/

her  marke/

Edw : Rishworth Asso^te/

A true Coppy of this This Instrument transcribed out of the originall & there with Compared this 5th of Octobr 1672
p Edw : Rishworth ReCor :

Bee It known vnto all men by this Prsent, that I William Scadlocke doe sell vnto Arther Wormestall, all my right & title I haue in that Marsh w^{ch} was given mee by the Townesmen of Sacoe, lijng on the North East side of the little River, by my house from y^e great Rocke in the sayd Marsh to the River, & down to the sea side contayneing twelue acers or thereabouts, bee It more or lesse to him and his heyres for euer, for & in Consideration of full satisfaction of all those Legacys bequeathed to him & his wife & children, my father William Scadlocks last Will & testament of Marsh & Land w^{soeuer}/ & to the peaceable Inioyment & quiett possession here of, I the sayd William do bind my selfe my heyres executors administrators & assignes to him the sayd Arther Wormestall, & his heyres for ever, from mee or any by my meanes In the some of fourty pounds forfiture vpon the breach of this agreement by Claymeing any title there vnto/ Witness my hand & seale this secund day of July 1664 :

In Prsence of Robert

William Scadlocke (^{his}seale)

Booth/ Joⁿ Sargeant his

Marke/ 3

A true Coppy of this Instrum^t transcribed & Compared p the originall this 8th d : of Octobr 1672 : p Edw : Rishworth ReCor :

These p^sents Witnesseth, that I william Phillips of Sacoe, for & vpon good Considerations grounds & causes mee moueing y^rvnto, doe giue grant bargane & sell vnto Arther Wormestall of the same, a Prcell of vpland w^{ch} is bounded vpon the Easterne side with y^e Marsh of Mr Thomas Williams & soe doth runne vp by the edg of the aforesd Marsh [125] vnto the next brooke vnto the Cricke, that is Co^manly Called by the name of Otter Cricke, & abutteth at the bridg

of the aforesd brooke vpon the vpland of the aforesd Williams, whose land runneth North West & South East : On the Western side this Land is bounded by & with the feild & fence of Ric : Hitchcocke, runeing down vpon that lyne vnto a pine stumpe, that standeth neare the Marsh, that is vpon the Souther side of it, & vponward into the Woods, vpon the opposite Lyne to a great whitte Oake stumpe, & soe along vp till it meete with the aforesd North West & South East lyne. The w^{ch} gyft grant bargan & sayle the sayd Wormestall his heyres executors, administrators, & assignes, shall by vertue here of hould order & dispose of according as vnto him or y^m shall seeme meete for ever ; with all messages Cotages, priuiledges & appurtenances, that is any way or in any thing with in or belonging vnto the cercumference compass & extreame extent of y^e aforesd Tract : & Where as there is a little Low place, y^t in some seasons is Conuenjent for the watering of Cattle, w^{ch} place abutteth vpon the aforesd Wormestalls fence, next the Woods w^{ch} place contayneth the quantity of halfe an Acer of ground, more or lesse, It is Joyntly agreed vpon by the aforesd Phillips, & Wormestall, that the sd Wormestall him & his may for euer dispose of the same, as vnto him or them shall seeme most meete, & by way of acknowledgm^t of all the aforesd Prmisses, the sayd Wormestall doth Ingage for him selfe, & all his here in Concerned, to pay or Cause to bee payd vnto the aforesd Phillips, or his, one pepper Corne Annally, if the same shall bee Legally demāded by him or them/ In & for the Confirmation of all w^{ch} pmisses vnto the aforesd Wormestall & his, I the sayd Phillips doe bind & Ingage my selfe, my heyres, executors, Administrators & assignes by my hand & seale this first day of Octobr 166j :

Sealed & Delivered in the
psence of, Robert Pateshall/

Willia^m: Phillips (^{his}seale)

Robert Booth/ Vera Copia transcribed & compared
by the originall this 8th day of Octobr 1672 :

p Edw : Rishworth ReCor :


Know all by these p'sents that Thomas Williams of Winter Harbour, for diverse good Causes & Considerations him y^r vnto moueing, doth giue grant Enfeoff & Con-
 Williams firme, & by this p'sent deed, hath given granted
 To enfeoffed & Confirmed vnto Arther Wormestall
 Wormestall of the sayd Winter Harbour, halfe y^t Message or tenement scituate lijng & being at Winter Harbour, afore-sayd, the whoole Contayneing one hundred & twenty Acers, of Land, vpon part w^rof the sayd Williams doth at y^r Prsent Inhabitt, the which part and Preell of Land, that is hereby barganed and sould vnto the sayd Arther Wormestall, is fully expressed as followeth, according to the bounds, that is here in declared, vidz^t of the planted or planting fejlde, y^t fejld or these fejlde that are or may bee hereafter, vpon the North East side deuided, with a lane from high water marke vp into a peece of Land, that is fenced in & made vse of, for a Calfe pasture, & of the aforesayd Calfe pasture the sayd Wormestall is to haue, and is hereby Confirmed vnto him, one halfe part both of good & bad there off/ the bad w^h is swampe, lyeth next vnto John Laytons lott, soe Called & tearmed, & of the good that lyeth next vnto the house y^t was bujlded by John Ellsone : Alsoe the NorthEasterly part of that vpland, aboue the sd house, from the Corner of the payles vp into the swampe, the w^h vpland on that side next the house hath a red oake tree marked, & on the other side there of, a great stumpe of an oake marked alsoe/ & about thirty poole breadth, of the Woodland on the South East side of Ashen brooke, or dyrtty brooke, being the next brooke to walter Mares brooke/ & another diuission next to it, on the North West side of that brooke, in breadth to Walter Mayrs Cornefejld corner, ouer the sayd Mars brooke, on the North West side, & by all that breadth to runne vpon a West South West lyne, right through the sayd lott, to the South West lyne, or lott w^h was John Laightons : And halfe a pond or swamp at y^e Southwardly corner of the woodland, w^h a Preell of Marsh lijng below, between the flatts, & Ric : Hitchcocks, Corne fejld, with the halfe of that Marsh lijng

vpon the Northerly side of y^e sayd Wormestalls house, that
 hee now inhabitts in, the w^h part & Preell of Marsh lieth
 next to y^e sd house, liing between it & Wallsingham Chell-
 sons, house or Marsh/ all w^h pmisses the sayd Wormestall
 shall hereby haue & hould, with all app^tenances & priui-
 ledges y^rvnto belonging, him his heyres executors Adminis-
 trators & assignes for ever: paiing vnto the Lord of the
 Land, or his Assigns, two days worke annually, if it bee
 lawfully demanded; And was there is a Certen Preell of
 Marsh, otherwise Called Meddow, the w^h Meddow lieth to
 y^e Southward of the Mill, being bounded on the one side
 with the sea banke, & a pond with in it Comānly called &
 tearmed by the name of ducke pond, & the vpland opposite
 ynto the aforesd sea Wall, the w^h meddow is & hath been
 taken away from the sd Williams & John Ellson, by Mr
 William Phillips, who now Inhabieth at y^e Necke of Land by
 winter Harbour; The sayd Williams doth hereby bind him
 & his, vnto the sayd Wormestall & his, that wⁿ either hee or
 they shall thinke or Judg it a convenjent tyme wⁿin to sue &
 try for the recovery of y^e same they shall Consent & pceede
 in euery thing, & case beareing an æquall Charge in the
 seekeing of the recouery, & regayneing of the same; And
 was in these pmisses there is a certen swampe Contayned,
 y^t is Incompassed by y^e Land, [126] of the sayd Williams,
 onely letted by the Lyne of John Leightons lott, the w^h
 swamp lyeth aboue the aforesayd Calles pasture, It is agreed
 by both these Partys, that It shall ly for both y^r benefitts,
 with out any deivision of the same/ In witness whereof the
 sayd Williams hath sett his hand & seale in the behalfe of
 him selfe heyres executors Administrators & assignes, this
 foureteenth of June in the foureteenth yeare of y^e Reign of
 our dread Soueraign Charles the 2und, Anno Domⁱ: one
 thousand six hundred sixty & two/

Subscribed, sealed, & Deliuied/

Thomas Williams

In the Prsence of us/

his Marke  (his
seale)

Seth Fletcher/

Richard H Hitchcocke/

BOOK II, FOL. 126.

Bee It known further vnto whomsoeuer It may Concerne,
that the sayd Thomas Williams doth Covenant & promiss
for him selfe his heyres executors Administrators
D^{tes} & assignes, binding him selfe for him & them, In
y^e full & Just some of Thyrtty pounds Sterlg, that the sayd
Arther Wormestall his heyres, executors Administrators &
Assignes, shall peaceably hould and Inioy the sayd demised
p^rmisses, with euery part & Preell thereof, without any lett
or disturbance of the sayd Williams his heyres, executors
Administrators & assignes, or any other pson by his or thejr
meanes or procurement/ In witness w^{ro}f, the sayd Williams
hath sett his hand & scale, this Twenty third of June
sixty two/

Tho :  Williams (^{his}_{scale})

Acted accordingly in the p^sence of/

Seth Fletcher/ & Joⁿ Spur/

A true Coppy of the Deede aboue written, & of the other
Instrument vnder written, transcribed out of the originalls
& there with Compared word for word this 9th day of Octobr^e
1672 : p Edw : Rishworth ReCor :

This p^sent Indenture witnesseth that I Robert Booth of
Saco^e Senjo^r, for good cause & Consideration mee y^rvnto
moueing, doe give grant & Confirme vnto my
Booth
To his Son sun Symon Booth a certen Tract of land lijng &
being in Winter Harbour of Saco^e, aforesd, at
the head of Ralph Trustrums Marsh, aboue my Mill/ Namly
his Corne feild w^{ro}n his dwelling house now standeth, & a
peece of Pasture ground adioyning to it, on the North East
side, Contayneing in all six acers of ground, or there abouts
bee It more or less, as It is now fenced ; To haue & to hould
with all the appurtenances there in Contayned, to him & his
heyres for euer : with out any molestation of mee my heyres,
executors, or Administrators, or Assignes/ In witness here

BOOK II, FOL. 126.

of I haue sett two my hand and seale this 26 : day of August : 1672 :

Sealed & Delīued in p̄sence/

Robert Booth (^{his}_{seale})

Nathll Maysterson/

Arther Wormestall/ Robert Booth Senjor appeared before mee this 27th of Septeb^r 1672 : & acknowledged this Instrument to bee his Act & Deede/ Bryan Pendleton

Assoſe

A true Coppy of this Instrum^t transcribed & Compared by the originall this 9th day of Octob^r 1672 : p Edw : Rishworth

ReCor :

Octob^r 15 : 1672

Kittery Surv^r
To Wincoll

Layd out vnto John Wincoll his Grants of Two hundred Acers of Land Adioyneing to Andrew Searls Grant of Land, beginning at y^e Great River side, & runneing from thence into the Woods two hundred sixty & eight pooles In length, North East & by North/ It being on both sides the Little River, & In breadth one hundred Twenty and eight Rodds the eight Rodds ouer plus being allowed for high ways/ John Wincoll

Survey^{rs}

Thom : Wills

vera Copia as compared wth y^e originall this 16 : Octob^r 72 : p Edw : Rishworth ReCor :

Octob^r 15 : 1672 :

D^{to}

To Geo:

Broughton

Layd out vnto Mr Geo : Broughton one hundred Acers of Land, Joyneing to John Wincolls Land, beginning at the great River side aboue the Salmon falls & runneing In length from the sayd River two hundredsixty foure pooles, North East & by North/ & In breadth sixty foure pooles/ the foure pooles ouer plus in the breadth, being allowed for high ways/

John Wincoll

Tho : Wills

Surveyh^{rs}

BOOK II, FoL. 126, 127.

A true Coppy compared with y^e original this 16 : 8 : 72 :
p Edw : Rishworth ReCor :

Octob^r 15 : 1672 :

D^{to} To J^{no}
Broughton

Layd out vnto Mr John Broughton, one hundred Acers of Land Adioyneing to Mr Geo : Broughtons hundred Acers of Land, begining at the side of the Great River, & runneing from thence into the Woods, two hundred sixty four pooles, North East & by Nore, in length, & In breadth sixty foure pools the foure pooles ouer plus being allowed for High Ways/

Joⁿ Wincoll Survey^{rs}
Tho : Wills

A true cobby compared wth y^e originall y^s 16 : 8 : 72 :
p Edw : Rishworth ReCor :

Octob^r 15 : 1672 :

D^{to} To Eliza
Broughton

Layd out vnto Elizabeth Broughton her Grant of one hundred Acers, next Adioy^{ing} to her brother Jⁿ^o Broughtons, hundred Acers, & runneing in length from y^e great River Two hundred sixty pooles, North East & by Nore, & In breadth sixty foure pooles, the foure pools ouerplus being allowed for an high way/

John Wincoll Survey^{rs}
Tho Wills

vera copia Transcribed & Compared by y^e originall this
16 : 8 : 72 : p Edw : Rishworth ReCor :

[127] This Indenture made the Twenty first day of Octob^r In the yeare of our Lord God, one thousand six hundred & seaventy, & In the twenty second yeare of our dread


Soveraigne Charles the second of England Scotland, France & Ireland, King, Defend^r &c : between Ann Sanders executrix, vnto the last will & testament of her lately deceased husband, John Sanders Senjo^r of Cape Porpus, In the County of Yorke of New England, & at this Present vnd^r the Comānd of the Massatusetts, togeather with the free & full Consent of Thom^s Sanders, Elldest sunn & heyre vnto the aforesayd John Sanders deceased, on the one Prty, & Andrew Alger of the aforesayd place on the other Prty, Witnesseth ; That y^e sayd Ann & Thomas Sanders, for & In consideration of the some of seaven pounds


Sanders
To
Alger

Sterlg : to her in hand payd before the Ensealing & Delivery of these p^sents, by the sayd Andrew Alger, w^rof these Ann & Thomas Sanders, doth acknowledg y^e receipt & y^rof & of every part & Preell there of doe clearly acquitt, & discharge the sayd Andrew Alger, his heyres & assignes, & every of them for ever : by these p^sents, hath given granted barganed sould, aliened Infeoffed, & Confirmed, & by these Presents doth fully Clearly & absolutely giue, grant bargan sell, alien Infeoff, & Confirme vnto the sayd Andrew Alger his heyres & assignes for euer, a Certen Tract of vpland to the quantity of one hundred Acers, being & lijng in & at Cape Porpus aforesd, between the Lotts of Symond Bussy, & of Nicho : Coole, now In the hands & possession of Mr Francis Johnson of Boston, the w^{ch} hundred acers of vpland to begine at the two aforesd Preells of ground, In the breadth of fūety pooles, shall & doth runne vp into the Countrey, vpon a due North West lyne vntill y^e aforesd Tract of one hundred acers bee fully terminated & Ended : & alsoe all & Singular Deeds evidences, Records & Instruments, touching & concerneing the aforesd barganed p^mises & every part & Preell thereof, that the sayd Ann & Thomas Sanders hath left to y^m by the aforesayd deceased Sanders ; To haue & to hould the aforesd Tract of Land with all its appurtenances, & priuiledges y^rto app^rtayneing & belonging, vnto the sd Andrew Alger, his


heyres executors administrators & assignes for ever, & alsoe
y^r hee the sayd Andrew Alger, his heyres executors &
assignes, shall & may from hence forth peaceably Inioy,
quietly haue, hould vse occupy, & possess the aforesd Tract
of Land, with out the lett Interruption, or Contradiction of
the sd Ann or Thomass or any other pson or psons Clayme-
ing from by or vnder her him or them or any of them, or by
her his or thejre meanes, right title, Consent privity or
pcurement/ In witness where of the aforesayd Ann &
Thomas, do hereby bind & tye them selues thejre heyres exe-
cutors Administrators & assignes firmly by these psents,
setting two y^r hands & seals the day & yeare aboue written/
Signed sealed & Deliverd


In the psence of us/

The Marke of  (her
seale)

The marke of 

Ric : Palmer

The marke of  (his
seale)

The marke of 

Joⁿ Buckeland

Tho : Sanders

Richard Palmer appeared before mee & made oath, that
hee did see the Widdow Sanders & Thomas Sanders, signe
seale & deliver this Instrument vnto Andrew Alger accord-
ing to tearms with in expressed/ this Attest was the 15th of
August 1672 : before mee Bryan Pendleton Assotiate/

A true Coppy of this Deed or Instrument with in written,
transcribed out of originall & y^r with Compared this 27th
Octob^r 1672 : p Edw : Rishworth ReCor :

Bowry's Bond
To
Lockwood

Know all men by these Prsents, that I John
Bowrey of Wappine In the County of Middlesex,
Marriner : doe acknowledg my selfe to ow & bee
Indebted, vnto Cap^t Richd Lockewood of Kittery, in the
Province of Mayn, the some of six pounds sixteen shillings

& 10^d/ to bee payd the 20th of May next/ In testimony w^{ro}f
I haue sett my hand this twenty eight day of June (j666)

John Bowrey/

To bee payd In Current money of New England/

Joseph Penwill/

John Bowrey/


John Davess/

Cap^t John Davess doth Attest vpon his
oath this this bill or Instrument aboue
written was the Act & Deede of John
Bowrey/

Taken this 16 : of Decembr^r 1672 : before
mee Edw : Rishworth Asso^{te}

Received this 18th day of Decembr^r 1672 : of Geo : Pearson
of Boston the some of fourty pounds being the
last payment for a house & land sould the sayd
Pearson, lijng & being in Jeremesequems bay
neare Kennebecke, & is in full payment of all
bills bonds reckoings Accop^{ts} w^{ts}oeuer, from the begining
of the world vnto this day, as witness my hand the day &
yeare aboue mentioned/

Witness

John Miller his 
marke

Samuell Wheelwright/

John Davess/

Samuell Wheelwright appeared
before mee the 20th of Decembr^r
1672 : & Attesteth y^t hee was
psent, & see John Miller sett
two his marke as aboue sayd,
& Delivered it as his Act &
Deed, & is a Witnes herevnto
Annexed/ Wilt : Hamonds

Comissio^r

vera Copia of this Receipt aboue written transcribed out of
the originall y^s 30th Decembr^r 72 : p Edw : Rishworth ReCor :

Know all men by these Presents that William Howldridg Senjo^r, & William Houldridge Junio^r, doe by these Presents bind them selues Joyntly & severally to pay vnto Thomas Holms Twelue pounds In good M^echable pine boards, or M^echantable staues, or any M^echañble goods, & the sayd
 Holms to haue his Pistolls agajne, onely the sd
 2 Howldridges Bond To Holms Holms to pay two thirds of the Costs in mending
 & stockeing of them sufficiently, this being the
 full of all Accopts between the aboue sd William
 Howldridge Senjo^r & Howldridge Junio^r, & all other Accopts
 to bee voyd & of none æffect, from the begiñing of the
 world to the date hereof; further the aboue sd boards or
 goods to the some aboue written is to bee payd by the aboue
 sd Howldrige, vnto Thomas Holms at or before the last of
 July next Insewing, but If the sayd Howldridge Junio^r shall
 worke with sd Holms, why yⁿ the sd Holms is to pay vnto
 him fiftety shillings p Moenth, & for the Prformance of the
 sd Ingagem^t the sd Will: Houldridge Senjo^r & Junio^r, doe
 bind them selues thejr heyres or assignes, to pay vnto Tho:
 Holms his assignes, & herevnto Interchangably sett thejr
 hands this 15th of Janvary 167½

[128] All Accompts to bee voyd, & of noe æffect vnless
 the sd Holms shall receiue any dañage, by a Covenant that
 was made of a quantity of planke, If the sd Holms shall
 receiue any dañage, the sd William Holdridge is to pay the
 one halfe of the Dañage, & the goods to the valew of the
 Totall sune aboue written, to bee payd In Pischataq River,
 at witness our hands at price current/

The marke of ✕ William Houldridg Senjo^r

The marke of ✕ William Houldrige Junio^r

Testes/

John Davess

John Penwill/

Capt John Davess & John Penwill, doe

Attest vpon thejr oaths, that this Instrum^t aboue written, was the Act &
 Deede of Witt: Houldridg Senjo^r, &
 William Houldridge Junio^r/ Taken
 before mee this 3d of Decemb^r 1672 :

Edw : Rishworth Assofe/

This Instrument aboue written with y^e Attests transcribed out of the originall & there with Compared this 3d day of febru : 72 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I John Andrews for & in Consideration of tenn pounds in hand payd mee by Thomas Traffton now of yorke, doe by these Prsents alien & sell vnto Tho : Traffton, his heysr executors, administrators or assignes, two acers of Marsh scituateing & lijng neere to Christopher Michells outward Marsh & Joyneing to it, being a Necke of Marsh, w^{ch} necke I the sd John Andrews, doe Ingage if it bee not two Acers to make it vp next & adioyneing to Itt, & for & in consideration of the abouesd some of tenn pounds I the sd John Andrews do by these psents bargan & sell vnto the abouesd Thomas Traffton his heysr executors & administrators, & assignes for euer, as his & y^r proper estate, to haue & to hould the sd Marsh, with out any lett or Molestation either by mee my heyres, executors, administrators or assignes, or any by or vnd^r vs, or any one of us, with warrantie from all other whatsoever, from the begining of the world to this day : And further I the sd John Andrews doe by these Prsents declare & testify, that y^e sayd Marsh is my own proper right, & that It is free from all Claym^r w^t soeuer, both of Morgages, & any kind of Alienation w^t soeuer ; to the treuth & testimony of all w^{ch}, I haue togeather with my wife sett our hands & seals, this 7th of Janv : 1672 :


Signed sealed & Delive^rd


In the psence of us,

Fran : Hooke/

Moses Mavericke/

The marke of John

Andrews  (his seal)

Margerett Andrews her marke  (her seale)

John Andrews appeared before mee
11 : Janv : 72 : & owned this Instrum^t aboue written to bee his Act & deed before mee

Edw : Rishworth Assofe/

Joane Attwell & Margerett Andrews, doe own this Instrum^t to bee y^r Act & Deeds before mee this 30th of Janva : 72 : Edw : Rishworth Assõe/

A true Coppy of this Instrument aboue written, with y^e Attests y^r vnto, transcribed out of the originall, & y^rwith Compared this 16 : febru : 1672 : p Edw : Rishworth ReCor :

Know all men that I Walter Barefoote, doe acquitt & discharge ffran : Morgan, from all debts dues & demands, in bookes bills & demands, which Wee haue dealt for as witness my hand, this 2und of Octob^r : 1668 : Walter Barefoote/
Testes Ephraim Lynn/

Daniell Spregg his vera Copia transcribed out of the
marke/ **S** originall p Edw : Rishworth
ReCor :

W^{as} the Town of Kittery granted vnto George Veasy (then of the same Town fiueti acers of Land, as by thejr grant beareing date the eleaventh of Decemb^r 1662 : more amply appeareth : And w^{as} the sd Geo : Veasy, In the yeare 1664 : sould the sayd Land vnto John Wincoll of the sd Town of Kittery in the County of Yorke, for the some of Thyrti pounds Sterlg : w^h the sd George Veasy then received of the sayd John Wincoll to full Content & satisfaction/ Now know all men by these Prsents, that the sayd
George Veasy, & Mary his wife for the Consideration abouesd, hath absolutely given granted
barganed sould aliend Infeoffed & Confirmed, &
doth by these Prsents for them selues thejr heyres executors, & administrators, giue grant bargane sell aliene Infeoffe & Confirme vnto the aforesd John Wincoll the aforesd fiueti Acers of Land as It is scituate & lijng in

Veasy
To
Wincoll

the Town of Kittery aforesd, & bounded on the South East, with the Land of the sd John Wincoll, & on the South West, with y^e River that Deuid^s the Townshipp of Dover & Kittery, & on the North West with the Land of Clement Shortt, & on the North East with the Co^mones, to haue & to hould to him the sd John Wincoll, his heyres, executors, Administrators & assigns for euer, togeather, with all & singular the appurtenances priuiledges & Commoditys, in any wise belonging there vnto, & the same to warrant & Defend against any Prson or Prsons laijng Clayme there vnto, or to any part or Preell there of, by from or vnder the sayd Geo : Veasy & his wife or either of them, and for Confirmation of the Premisses, the aforesd George Veasy & Mary his wife, haue herevnto sett thejr hands & seales, this eight & Twentieth day of ffebru : In the yeare of our Lord one thousand six hundred seventy & two

Signed sealed &

George Veasy (^{his}_{seale})

Delivered in the

Mary Veasy (^{her}_{seale})

Prsence of us/

This Instrument aboue written was

Jabez ffox/

acknowledged, to bee the Act &

William Hukeley/

Deed of George Veasy & Mary his

wife before mee this 28 day of ffebru

ruary 1672 :

Roger Playstead Assotiate/

vera Copia, of this Deed or Instrument aboue written transcribed out of the originall, & there with compared this 8th day of March, 1672 : p Edw : Rishworth Re : Cor :

Know all men by these Prsents, that I Thomas Withers of Kittery In Pischataq River Yeamon, for & in consideration of the full & Just some of Twenty
 four pounds fiueteen shillings, w^rof foureteen
 pounds fiueteen shillings, being a Judgment

Withers
 To
 Hoole


granted vnto Mr John Hoole, at a County Court held at Yorke July 1671: wherewith [129] the sayd Thomas Withers is fully satisfyd, contented & payd by these Presents, hath granted barganed & sould, aliened Infeoffed Conuayed, released assured delivered & Confirmed, & by these Prsents doth giue grant bargane & sell aliene Infeoffe, convey release assure deliver & Confirme, vnto the sayd John Hoole his heyres & assigns all that Tract peece or Pcell of vpland and swampe scituate lijing & being in Spruse Cricke, being by estimation about seaventy Acers more, or lesse & is bounded as followeth; vidz^t by the Land of the sd John Hoole, and from the Corner there of West Thyrty two rodde, to the head of a small Cricke, and thence Southwardly fuetty & two Rodds by the Cricke side to a small brooke to a Corner, thence South East, one hundred Rodd to a tree marked, & North East to y^e South Lyne of the sayd Hooles Land; And alsoe all the right title Clayme and demand whatsoever of him the sayd Thom^s Withers, of in & tow the sayd Tract peece or Pcell of vpland & swampe given, granted, & barganed as abouesayd, and of in & vnto every or any part or Pcell thereof, and all Lybertys priuiledges & appurtenances whatsoever of him the sayd Thomas Withers, of in & to the sayd Tract of Land belonging or in any wise appertayneing/ To haue and to hould the sayd Tract peece or Pcell of vpland, & swampe soe bounded, & all Lybertys, priuiledges, & appurtenances whatsoever, vnto the sayd John Hoole, his heyres & assigns for euer, to the soole & onely vss benefitt & behowfe of the sayd John Hoole, his heyres & assignes for ever, & to & for noe other vss Intent or purpose whatsoever freed and acquitted, & discharged from all Incomberances, whatsoever heretofore had made or done, or hereafter to bee had made or done, as alsoe from all dowrys, or titles of Dowrys, from Jane the now wife of the sd Tho: Withers, & from thejr heyres executors, administrators or Assigns or either of them/ In wit-

ness where of the sayd Thomas Withers to these Presents
hath sett two his hand & seale the first day of November
Anno Dom: one thousand six hundred seaventy two/ 1672:

Signed sealed & Delivered

Thomas Withers (^{his}_{seale})

in the psence of/

The marke of  (^{her}_{seale})

Elyas Styleman/

Joane Withers

Mary Styleman/

November: 2: 1672

Mr Thomas Withers & Jane his wife came and acknowl-
edged this Instrum^t to bee thejr free Act & Deed, before mee

Elyas Styleman Commissio^r/

A true Coppy of this Deed or Instrument aboue written,
transcribed out of the originall this 8th day of March 167²/₃ p

Edw: Rishworth ReCor:


In Cape Porpus, this 7th of Decembr 1672:

Steph^o Batsons
Lott laid out
by Cape Porpus
Townsmen


by us whose names are vnderwritten, John
Davies, & fardinando Off, haue to the best of
our Judgm^{ts} measured & layd out one Preell of

vpland & Marsh being & lijng in the little River soe Called,
in this Cape, on the Western side y^rof, the North west
bounds is the Cricke, w^{ch} goes to the beaver pond, the head
of our bounds, came a little to the Westward of the stepping
stoones soe Called, soe from thence on a South East lyne a
little Eastwardly, to the head of the middle Cricke, w^{ch}
Cricke boundeth both the vpland & Marsh, from y^e sayd
Lyne to y^e River, on the North East parts, & soe to the
middle Cricke, w^{ch} is the bounds from the Southerne parts,
& to the Eastward, within this bounds, is Twenty fue Acers
of Marsh, & eighteen Acers of vpland, as neare as Wee can

find, as witness our hands this day aboue mentioned/ this
same Land is for Stephen Batson now dweller at Wells/

John Davies/
ffardinando Off/
his Marke 

A true Coppy of this Grant aboue
written transcribed out of the
originall, & y^rwith compared
this 11th day of March : 167 $\frac{2}{3}$

Thomas Musell his
marke 

p Edw : Rishworth ReCor :

Townesmen of Cape
Porpus/

This Indenture made the fourth day of Aprill, one thous-
and six hundred seaventy & two, & in the twenty fourth
yeare of the Reign of our Leige Lord, & dread Sovereign,
Charles the Secund, King of England, Scotland ffrance &
Ireland Defend^r : between Abra : Tillton house Carpenter,
& Millwright, on the one Party, & John Loverell, with the

Consent of his father in law Ezekell Knightts, &
Loverell his own Mother Ester Loverell, of the other
Apprentice Party : Witnesseth, that the sayd John Loverell
To Tillton hath bound him selfe an apprentice vnto the

aforesayd Abra : Tillton, with him to dwell the space of
Twelue yeares, vntill the same bee fully Compleated &
ended/ hurt vnto his sayd Maister hee shall not doe or
suffer, to bee done, but the same vnto his pouer hee shall
Lett & hinder, & speedily giue notice to his Maister thereof/
the goods of his sayd Maister hee shall not Idlely spend &
wast/ his goods & toules hee shall not to any Lend with out
his M^{rs} leaue/ Ordinarys Tavernes or any Tippleing places
hee shall not frequent, nor contrary to the will & pleasure of
his Mr nor out of his business & Imployment, hee shall not
absent him selfe, either by day or night without the privity
& Lycence of his sayd Ma^{sr} : Fornication hee shall not Com-
mitt in the house of his sd M^r : nor Matrymony with any
Contract with in y^e tyme of his apprenticeship/ his Ma^{rs}

secreats hee shall keepe, & all the lawfull Comāds of his aforesd Mr. & his Dame hee shall obey & observe, & in all things & tymes carry & Demean him selfe towards his Ma^r & Dame, as such an Apprentice out to doe, ffor the full tearme & tyme of Twelue years as aboue sayd/

And the sayd Abra: Tilton his Master, shall vnto his sayd servant Reveale & make known vnto him the sd John Loverell, the secreats & Mistery of his art in bujlding of houses & Mills, teaching or causeing him in all poynts to bee taught his aforesd Calling, trayneing & bringing vp the sayd John Loverell in the sd Abra: Tilttons occupation, teaching his sayd servant to reade & writte, soe well as is & may bee necessary for his furtherance in the Calling & occupation abouesayd, provideing for his sayd apprentice meat & drinke, Lodging & Rayment, for the whoole tearme & tyme of twelue yeares, takeing care that his sayd servant may haue what is fitt & necessary to haue: And when the aforesd tearme & tyme is Compleated & ended, the sd Abra: Tilton shall give vnto his aforesd Servant, two sufficient & decent sujts [130] of apparell, through out, the one for workeing, & laboureing days, & the other for Lords day/ To wch end & purpose, the aforesd Parents shall provide three suits of apparell for the sd John Loverell, & shall giue & deliver vnto the sd Abra: Tilton y^r some of five pounds Sterlg: speedily, & the other five pounds at the expiration of y^e aforesd Tearme/ In witness w^{of} the sd Abra: Tilton/ & John Loverell & his parence haue sett to y^r hands, to a peyre of Indenturs agreeing with the date aboue written/

Note that the tyme & tearme of Twelue yeares, vpon the sixteenth day of May next after the date aboue expressed, doth & shall begine/

Signed sealed & Delivered/

In the Prsence of us/

ffran: Littlefejlđ Senjor/

She: Fletcher/

Ezekell Knightt (^{his}seale)

Ester Knightt her

marke E (^{her}seale)

John Loverell his

Marke V (^{his}seal)

BOOK II, FOL. 130.

This Instrument was acknowledged by Mr Ezekell Knightt his wife & thejr sun, vpon this fourth day of Aprill 1672 : to bee y^r Act & Deed before us/

Richd Walden Comisso^r

Roger Playstead Asso^{te}/

Wras in the with in Indenture, there is an Ingagem^t of five pounds to bee payd speedily, & five pounds at the expiration of the tyme of the scervice of John Loverell, these are to certify all whom It may Concerne, that Abra : Tillton hath received the whoole tenn pounds, with w^{ch} hee acknowl-

edgeth him selfe fully satisfyd & Contented, the
Tilltons Rec^t w^{ch} tenn pounds was payd in the Cloathing of the Childs deceased father, & which was in the hands of Mr Ezekell Knightts and If soe bee Itt happen, that the sayd John Loverell dy, before his tyme bee out, the sd Tillton shall, & is hereby Ingaged, to returne backe five pōnds æquivalent, vnto what is now pd vnto him, & returne the same into the hands of those who are Concernd therein/ as alsoe there is delivered vnto the sayd Tillton In other Cloathing of the Childs Deceased fathers, for his, three suits of apparell w^{ch} the Child should haue to y^e valew of foure pounds/

Abra : Tilltons Marke

Testes She : Fletcher/

┌

ffra : Littlefeild Senjo^r/

A true Coppy of these Indentures & this Receipt aboue written transcribed out of the originall, & there with Compared this eleventh day of March 167²/₃ as Attests

Edw : Rishworth ReCor :

To all Christian people to whom this Prsent writteing shall come, greeteing/ Know yee that I ffran : Backhouse Planter of Wells in the County of Yorke, in part of Prformance of

Back House
To
Tilton

a Couenant made by mee the sayd ffran : Back-
house, & Abra : Tillton of Wells house carpenter
of the same County, aforesd, of the other part,
hath sould barganed & Confirmed, vnto the sayd
Abra : Tillton, one hundred & fiucty Acers of Land more or
less lijng & being on the North East side of Ogunquett
River, w^{ch} doth appeare by a grant from the Town of Wells,
alsoe all the buildings frames & fences, with all appurte-
nances y^rto belonging, with two Acers of sault Marsh or y^r
abouts be it more or less, as appeareth by a writeing that
Mr John Wheelewright gaue him, with tenn Acers of fresh
Meddow that hee had granted from the Town, in writeing,
If it bee there to bee had or found/ with all other Premisses,
and the estate title Interest benefitts Clames demands w^{so}-
euer of mee the sayd Fran : Backehouse hath now vnto the
same/ To haue & to hould the sd Messages tenaments, &
cottages, & all the singular other the Premisses, with y^r or
every of thejr appurtenances, before mentioned to bee
granted vnto the sd Abra : Tillton & his heyres & assignes
for euer/ & I y^e sayd Fran : Backehouse haue for mee my
heyres, that Wee will grant vnto the sayd Abra : Tillton his
heyres the sd Messages, Tenements & Cottages & p^{ro}mise with
other the appurtenances, & all the right & Title that I haue
or euer had to Abra : Tillton his heyres & assignes for euer/
in witness w^{of} I haue herevnto sett to my hand & seale the
Twentieth day of Octobr^r Anno : Domⁱ : one thousand six hun-
dred seauenty one/

Sealed, Assigned, &

ffran : Backehouse (^{his} seal)

Deliuerd in the p^{re}sence

of us Joseph Bolles/

Mary Bolles her

marke MB

A true Coppy of this Instrument transcribed out of the
originall & y^r with compared this xj day of March 167²

p Edw : Rishworth ReCor :

May first 1671 :

Witness these Prsents, that I John Smyth in
 Consideration of a lott of Land that I had of
 James Jackson lineing vp Cape Nuttacke River,
 w^r henery Sayward hath bujlt a saw Mill, Con-
 tayneing fourty Acers : I the sayd John Smyth doe giue
 vnto the sayd James Jackson foure Acers of Land lijug
 below his dwelling house, & vp aboue his house from a
 Rocke that is there vp into the woods vpon the same poynt
 of the Compass that It runnes on the other side, betweene
 Peter Weares, & soe to goe vnto the sayd Peter Weares all
 the length of it, & for to runne into the Woods, soe fare as
 my bounds runnes, with all priuiledges there vnto belonging,
 vnto him his heyres executors & assignes for ever/ In wit-
 ness vnto the treuth thereof, I haue sett my hand the day &
 yeare aboue written/

Witness John Twisden

John Smyth his marke *F*

Mathew Austine his

marke *Em*

A true Coppy of this Instrum^t transcribed out of the origi-
 nall & y^r with Compared this 12th of March 167³


p Edw : Rishworth ReCor :

These Prsents doe testify, that I Abraham Conley of Kit-
 tery in Sturgeon Cricke Planter, vpon diverse good Consid-
 erations there vnto mee moueing, & more espe-
 cially for the summe of fiue pounds Received of
 Peter Wittum of the sayd Town & place in
 M^rchant^{ble} pipe staues, being in full satisfaction
 for a Preell of swampe by mee sould vnto him : That I the
 sayd Abra : Conley doe hereby sell giue grant alliene bargane
 & Confirme, & with mee my heyres executors Administrators
 & assigns haue granted sould given alliend barganed & Con-
 firmed vnto the aforesd Peter Wittum his heyres executors
 administrators & assignes, the full & Just quantity of [131]
 Three acers and an halfe of Land or swampe, & sixteen

Conley
 To
 Wittum

pooles lijing & being & next Adioyneing vnto the sayd Conleys Marsh, being between the sayd Conleys Marsh, & Kittery high way, part w^r of hath been already cleared & mowne by the sayd Wittum, & brought to bee Meddow, with all the rights, proprietyes priuiledges, & appurtenances belonging to the sayd swampe or Meddow, I the sayd Conley do hereby Confirme vnto the sayd Wittum, to him selfe & his heyres for euer; this sayd Land or swampe is bounded on the Southern side with Abra: Conleys Marsh, on the Western side with the sayd Conleys swampe & severall pine trees, & on the Northermost side or end, It is bounded with Kittery high way/ W^{ch} Land or swamp as bounded aforesd with all the priuiledges benefitts, & Immunitys app^rtayneing y^rvnto hee y^r sayd Peter Wittum is to haue & to hould to & for him selfe his heyres & assigns for euer, for his owne proper vs & behoofe, & further the sayd Abra: Conley doth by these Presents Ingage him selfe, his heyres & assigns to Defend & make good the title y^rof, against all Titles, Claymes Demands, or Incomberances w^hsoeuer, & against all Prsons claymeing any title y^rvnto, vnto the sayd Peter Wittu^r & to his hyres & assigns for ever; And further It is to bee vnderstood, that Abra: Conley doth hereby grant for him selfe & his heyres for euer, that Peter Wittum & his heyres shall haue free Egress & regress for a sufficient high way, from the head of the sayd swampe, vnto Kittery highway, with out any lett Molestation or Incomberance/ In Confirmation of the soole Premisses as aboue written, I haue here vnto afixed my hand & seal this fourteenth day of March 167²/₃ one thousand six hundred seaventy two or 73:

Abra: Conley his marke

 (his
seale)

Abra: Conley owneth this Instrument aboue

Written to bee his Act & Deede, & that
severall years Peter Wittum by his free
Consent had & hath possession of the
Premisses, before mee

March 14: 167²/₃ Edw: Rishworth Assofe/

BOOK II, FOL. 131.

vera Copia, of this Instrument aboue written, & of the
acknowledgm^t y^tof, transcribed out of the originall & y^twith
Compared this 15th day of March 167 $\frac{2}{3}$ p Edw : Rishworth

ReCor :

This Indenture made this twenty fourth day of Novemb^r
in the yeare of our Lord one thousand six hundred sixty &
nine, in the one & twentieth yeare of the Reign
of our Sovereign Lord Charles the second by the
grace of god, of England Scotland France &
Ireland King, defend^r of the faith &c: between
John Bush & Grace his wife both of Cape Porpus, In the
County of Yorke Planter, of the one part, & Thomas Mussell
of Cape Porpus, on the the other part: Witnesseth that the
sayd John Bush and Grace his wife, for a valewable Consid-
eration to them in hand before the Insealing & delivery
hereof, well & truely payd by the aboue named Thom^s Mus-
sell, the receipt of w^{ch} valewable Consideration, the sayd
John Bush & Grace his wife do acknowledg the receipt by
these Presents, & there with to bee fully satisfyd contented &
payd them for euer by these Presents, Haue given granted
barganed sould aliend Infeoffed & Confirmed, & by these
Presents doth fully clearly & absolutely giue grant bargane
sell alien Inffeofe & Confirme, vnto the sayd Thom^s Mussell
his heyres & assignes for eue . a Preell of vpland at Cape
Porpus before mentioned, Contayneing one hundred Acers
more or lesse, being butted & bounded on the South side,
with a Cricke & flatts on the Western side by the Land of
John Sanders Senjo^r, on the North East side with Symon
Bussys, & soe runneing vp into the Countrey North West/
to haue & to hould the Land with the priuiledges & appur-
ten . . . there vnto belonging, or any wise appur tayneing,


& all the Estate Right title & Interest vse & propriety, possession Clayme & Demand w^t soeuer, of on the sayd John Bush & Grace his wife, of in or two the sayd Land, to haue & to hould the sayd vpland, vnto the sayd Thom . . Mussell his heyres, executors & assignes for ever, to his & y^r owne proper vss & behoofe for ever: And the sayd John Bush & Grace his wife, for them selues thejr respected heyres executors Administrators doe Covenant promiss & grant, with y^e sayd Tho: Mussell, his heyr . . & assignes by these p^sents In manner & forme following, that is to say that y^e sayd John Bush & Grace his wife, at the tyme of the grant bargan & sayle, of the Prmisses, & to the delivery hereof vnto the sd Thom^s Mussell to y^e vse of him his heyres & assignes for ever, Weare the true & Rightfull owners of the aboue mentioned Prmisses, & that they in thejr own right bath full pouer and lawfull authority, the Premisses to grant bargane & sell & Confirme as aforesayd, & that y^e sayd Tho: Mussell his heyres & assignes, shall & may hence forth for euer Lawfully quietly & peaceably haue hould vse occupy possess & inioy the sayd barganed Land, with the priuiledges & appurtenances thereto belonging, with out the lett sujte trouble Molestation deniall, euiction, ejection or disturbance of the sayd John Bush & Grace his wife or any other Prson or Prsons w^tsoeuer, lawfully Claymeing, or p^ttending to haue any estate Title or Interest of in or to the p^misses, from by or vnder them, & shall warrant or ever defend the sayd barganed p^misses, vnto the sayd Thomas Mussell, his heyres & Assignes agajnst them selues, & all & every Prson & Prsons Claymeing & two Clayme any estate right Title Interest Clayme or demānd, w^tsoeuer, of in or two the barganed p^misses, or any part or Prcell there of, from by or vnder them/ In witness w^tof the sayd John Bush & Grace his wife

haue here vnto sett thejr hands & seales the day & yeare
aboue written/

Signed sealed & deliverd/

In the psence of/

John Sanders Senjo^r

his marke/ 


Geo : Pearson/

Rog^r Venney/

The marke  of (^{his}
(seale)

John Bush

The marke of

Grace Bush  (^{her}
(seale)

This Instrument was acknowledged
by Grace Bush to bee the Act &
Deede of her husband John Bush,
in his life tyme & her owne, this
23 : day of Aug : 1670 : before mee
Bryan Pendleton Assotiate/

A true Coppy of this Instrument or deede aboue written
transcribed out of the originall, & thejr with compared this
27 : March : 73 :
p Edw : Rishworth ReCor :

[132] To all Christen people, to whom this Prsent Deed
of Gyft shall come, Major William Phillips of Sacoe, in the
Colony of the province of Mayn, In New England In Amer-
ica, sendeth Greeteing, in our Lord God everlasting/

Know yee that I William Phillips aforesayd, for & In
Consideration of the great loue & respects I beare vnto my
beloved wife, Bridgett Phillips, haue by these Prsents given
granted, aliend Enfeoffed & Confirmed, & by these psents
do fully clearely & absolutely do giue grant aliene Enfeoff &
Confirme vnto my beloued wife Bridgett Phillips her heyres
or Assignes (after my decease) one Watter Mill or Grisstmill
with one halfe acer of Land adioyneing vnto the sayd Mills,
w^{ch} Mill is scituated standing & being vpon Sacoe ffalls,
neare adioyneing vnto my saw Mill, for the full Tearme of
my sayd wife her life, & for three years after, to
bee vnto whom shee in her life tyme shall
bequeath or giue it vnto ; I say I haue by these
Prsents given vnto my wife Bridgett Phillips, &

W^m Phillips
To
His Wife

to her heyres or assignes as aforesd, from my heyres or assignes the aforesd Water Mill, & halfe acer of Land vnto It Adioyning, for the full Tearme of her life, & for 3 years after, with all ways high ways, with all other the priuiledges Immunitys lybertys & profetts vnto It belonging, being standing or any wise appertayning, quietly to haue hould vse, peaceably to Occupy & Inioy, dureing the tearmes abouesd, from my heyres executors or assignes, & from any Prson or Prsons W^hsoeuer, from by or vnd^r mee Claymeing any Right Title or Interest, into the aboue given Prmisses, or any part y^rof w^hy my sayd Wife or her heyres or Assignes, shall bee evicted or Molested in the quiett & peaceable Inioyment of the aboue given pmisses, or any part y^rof, doe by these Prsents bind my heyres executors or assignes, to Warrant & Defend/ In witness w^rof I haue here vnto sett my hand & seale, the Twentieth day of Septembr in the yeare 1668 :

Signed sealed & Deliverd/ William Phillips (^{his}seale)
 In Prsence of/ Major Wilfi : Phillips Acknowledgeth
 William Salter/ this Instrument to bee his Act &
 Hene : Gidly/ Deede, this 28 : March 1673 : before
 mee Edw : Rishworth Assofe/

This Instrument aboue written transcribed out of the originall & there with Compared this 29th March/ 1673

p Edw : Rishworth ReCor :

To all Christean people, Elizabeth Harvy, In the County of Yorke In New England Widdow sendeth greeteing in our Lord God Everlasting : Know yee that y^e sayd Elizabeth Harvy, as for y^e consideration of that Naturall Loue & parentall affection w^h sh^ee y^e sayd Elizabeth Harvy haue & beareth vnto her sunn in law Thomas Brackett & Mary his wife, daughter of the sayd Elizabeth Harvy, & alsoe In Consideration my sunn

E. Harvey
 To her
 Son in Law
 Brackett

in Law is Ingaged to mantayne mee meate drinke & apparell, houseing washing Lodging & all other things, necessary & Convenient for mee, as vsually Accostomed in this place, dureing my naturall life & for other good Causes & Considerations her there vnto moueing, haue given & granted, & by these Presents do fully freely Clearly & absolutely giue grant & Confirm vnto y^r sayd Tho: Brackett & Mary his wife, a parcell of Houseing & Land lieng & being In Cascoe bay, Alias falmoth in the County of Yorke, or province of Mayn, in New England, being the Land her first husband purchased of Mr Geo: Cleues being bounded on the West by the Land given vnto my sunn Natha^l Mitton & on the East by the Land of William Whittwell, & y^r South by the River goeing vp to Capissicke, with all the Land properly belonging to mee on this Necke of Land with the dwelling house y^ron, & all the out houseing tillage Land Wood trees with all the profetts & priuiledges y^rvnto belonging, & alsoe all my swine great & small that I now haue, with all the cattle I haue belonging to mee, young & ould, with all my goods & househould stuff belonging or any ways app^rtayning to mee, except what is exepted on the backe side of this writeing, & mentioned in any Instrument of writeing given vnd^r his hand beareing Date with Instrum^t To haue & to hould the sd Land & houseing with all the Meddow Land now belonging to mee, with y^r sayd Cattle & swine, & all the afore mentioned Prmisses, vnto the sayd Thoms Brackett & Mary his wife, & to y^r heyres executors, Administrators & assignes, & to y^e onely proper vse & behoofe of the sayd Tho: Brackett & Mary his now wife from the day of the date hereof, & for ever, with all the profetts priuiledges, & appurtenances of & vnto all the Premises, or either of them belonging, or any ways app^rtayning, & all the estate title & Interest, right vse propriety possession Claym & Demand w^tsoever, of her the sayd Elizabeth Harvy of in or to y^e same, freely peaceably quietly without any manner of reclayme challenge or contradiction of mee the sayd Eliza-

beth Harvy or my heyres executors of them or of any other
 Prson or Prsons w^hsoever, or by any other meanes from by
 or vnd^r her the sayd Elizabeth Harvie & without any Accompt
 or answere in money or any other thing to bee yejlded or
 payd or done except what is before mentioned, soe that the
 sayd Elizabeth Harvy from by or vnder her may aske Clayme
 & Demand of in or two the Premises, or any part there of,
 any Interest title right or possession, but from all Actions of
 Interest Clayme & demand vnto the Premisses, I the sayd
 Elizabeth Harvy my heyres executors & administrators &
 either of them bee vtterly excluded & for ever Debarred by
 these Prsents, provided always that the sayd Thoms Brackett
 nor his orde . shall not sell nor alienate any of the sayd
 Lands & Meddow with out the free Consent of Mary his
 now wife, nor any part y^rof, & in Case the sayd Mary the
 wife of the sayd Thomas Brackett shall first dy before him
 her sayd husband, then the sayd Thomas shall Inioy it, dure-
 ing his life, & the sayd Thomas shall not sell nor alienate
 the sayd Land, but after his deceas . to belong vnto his
 children, begotten on the body of Mary his now wife/ onely
 It shall not hinder the sayd Thoms Brackett to make sayle
 of the sd Land, & houseing with the Consent of Mary his
 now wife dureing her life tyme/ In witness w^hof the sayd
 Elizabeth Harvy hath here vnto [133] sett her hand & seale,
 this secund day of June 1671 : In the Twenty third yeare of
 the Reigne of o^r Sovereign Lord, King Charles the secund,
 by the Grace of god King of England, Scottland, France, &
 Ireland/

Elizabeth Harvy (^{her}seale)

Signed sealed & Delivered

her marke C

in y^e Prsence of us/

George Munioy/

George Ingersall/

Mis Elizabeth Harvy acknowledgeth
 the aboue Instrument of writeing
 to bee her Act & Deed, vnto
 Thomas Brakett this Twenty ninth
 of March 167 $\frac{2}{3}$ before mee

Geo : Munioy Assofe :

BOOK II, FOL. 133.

The goods expected in the within writeing, to bee to the proper vse & dispose of Mis Elizabeth Harvy are these here-vnder mentioned,

Imp^{ts} Three pewter dishes, one feather bed the best of them |
I^l Kettle, one little pott | all my apparell |

A true Coppy of Instrument aboue written, & those Prticulars excepted out of the same, transcribed out of the originall & y^rwith Compared this 12th day of Aprill 1673 :

p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Thomas
Withers of Kittery, In the County of Yorke,
To his
2 Children
haue & doe by these Prsents, give vnto my two
youngest children Mary & Elizabeth, my Ysland
lijng between Strawbury banke & my house, where I haue
formerly bujlded vpon and planted, I doe here by these
Prsents, freely giue it vnto my sayd Children, onely I shall
reserue a place for James Heard to bujld vpon, contayneing
of sixty six foote square, & there shall bee thejr deed for
that vpland, as witness my hand & seale this 24th of
July 1671 :

Tho : Withers (^{his}_{seale})

Richard Cowell/

Charles Summers/

Portsmouth the 19th of August 1671 :

Mr Tho : Withers acknowledged this Instrum^t
to bee his Act & Deed, before mee

Elyas Stilemā : Commisso^r/

A true Coppy of this Instrument aboue written, transcribed out of the originall, & therewith Compared this 6 :
June : 1673 : p Edw : Rishworth Re : Cor :

To all Christean people to whom this Prsent writeing shall
 Come/ Robert Jordan of Spurwinke, In the province of
 Mayn Cler^s sends greeteing/ Know yee that y^e
 Jordan sayd Robert Jordan for & In consideration of
 To three pounds tenn shillings, to him In worke
 Gendal payd by Walter Gyndall of Spurwinke afore-
 sayd, yeoman, w^rwith hee doth acknowledg him selfe satis-
 fyed, as alsoe for two days worke, or foure shillings in
 Current money annually, to bee pformed, or payd by the sd
 walther, his heyres or assignes for ever, to the aforesayd
 Robert Jordan his heyres or Assignes, by these Prsents haue
 given granted aliened & Confirmed, & by these Prsents doe
 giue grant & Confirme vnto the sayd Walther Gyndall, a
 Preell of Land Contayneing ftiety Acers, In a square lijng
 & bounded, on y^e Eastward side of spurrwinke River/ from
 the vttmost poynt of a Certen brooke Commonly known by
 the name of Jonas his brooke on the one side and the sayd
 River on the other side, proceeding vpon a square to the
 Compleateing the same: to haue & to hould the sayd ftiety
 acers bounded & lijng as aforesayd, togeather with all the
 benefitts, profetts & Emolum^{ts} thence ariseing to the onely
 proper vse of him the sayd Wather Gyndall, his heys &
 assignes for ever, and the sayd Robert Jordan for him selfe,
 his heyres executors & Administrators, doth Covenant
 promiss & Grant to and with the sd Walther Gyndall his
 heyres executors & assignes, that hee the sd Walther Gyndall
 the day of the Date hereof, is & standeth lawfully sejzed,
 according to y^e Nationall Law of our Sovereign Lord the
 King, of England, &c: from whom the Precedent Right
 was deriued, to his own vse of & in the sayd Premisses, &
 every part y^rof, in a good Prfect, & absolute estate of Inher-
 itance: And hath in him selfe full pouer good right &
 authority, to grant bargan sell Convay, & assure the same
 in manner & forme aforesayd, & that hee the sayd Walther
 his heyres executors & assignes & every of them, shall &
 may for euer hereafter peaceably & quietly haue hould and

Inioy the aforesayd P^rmisses free and Clere & Cleerly acquitted & discharged from all Legall Molestations/ In witness w^rof the sayd Robert Jordan haue here vnto sett his hand & seale this third day of June In the Twenty fifth yeare of the Reign of our Soueraign Lord Charles the second by the Grace of god, of England, Scotland, France & Ireland King, Defend^r of the faith &c Annoq^u Domⁱ ~ Christi/ 1673/

Robert Jordan (^{his} seale)

Signed Sealed & Delivered/

In the Prsence of/

Ralph Allanson/

Joseph Oliver/

Nathall Fryer/

Mr Ralph Allason/ & Joseph Oliver maketh oath that they saw Mr Robert Jordan signe seale & Deliver the aboue Instrument of Writeing vnto Walter Gyndall as his Act & Deed & that hee acknowledged hee had already given the sd Gyndall possession by Turffe & Twidg/ Taken vpon oath this 4th of June 1673 : before mee Geo : Munioy

Assofe/

Mr Ralph Allason further Testifyeth y^t hee heard Mis Sarah Jordan giue her free Consent to y^e aboue writeing, & sayd shee was glad It was done/ this 4th June 73 : taken vpon oath before mee Geo : Munioy Assofe/

A True Coppy of this Deede or Instrument aboue written, transcribed out of the originall & there with Compared this 2und day of August : 1673 : p Edw : Rishworth ReCor/

[134] This Indenture made the second day of Novembr In the fiffeteenth yeare of the Reigne of our Sovereign Lord, Charles the second by the Grace of god, of England Scott-

land ffance & Ireland, & New England King, Defend^r of the
 faith &c : An In the yeare of our Lord God, One thousand
 six hundred sixty & three, between Nathl Fryer of Ports-
 mouth In the County of Norffolke M^cchant of the one Party,
 & Richd Lockewood of Kittery neare Pischataq, on the other
 Party ; Witnesseth, that the sayd Nathl Fryer for & In
 consideration of the some of one hundred pounds off lawfull
 money of New England in hand before then sealing & deliv-
 ery of these Prsents, well & truly payd, the receipt w^of
 the sayd Natha^l Fryer doth hereby acknowledg, & him selfe
 to bee fully satisfyd contented & payd, there off & off every
 part Preell & penny there of, doth acquitt exonerate, and
 discharge the sayd Richard Lockewood his heyres
 Fryer executors & Administrators & every of them, for
 To euer by these Prsents, Hath granted barganed &
 Lockwood sould aliend Enfeffed Conveyed Released Deliv-
 ered & Confirmed, & by these Prsents, Doth Grant bargan
 & sell alienn Enfeoff Convey release Deliver & Confirme
 vnto the sayd Richd Lockewood his heyres & assignes, All
 that dwelling house, scituate liing & being in Kittery aforesd,
 sometymes heretofore in the Teanour or Occupation of Cap^t
 Francis Champernown Esq^r, & now In the Tenour and Occu-
 pation of the sayd Natha^l Fryer together alsoe with Thyrtty
 Acers of vpland, w^h Marsh y^t lyeth next Adioyning to the
 sd house at a Gutt y^t partts the sayd Marsh & y^e house, &
 Land of Geo : Palmers W^h sayd Thyrtty Acers of Land is to
 runne from the sayd Gutt towards the house & Land of
 Robert Edge vntill the sayd Thyrtty acers of vpland bee fully
 Compleated, & alsoe all trees woods & vnd^r woods Comānes,
 Emolum^{ts} profetts Commoditys Aduantages Emolum^{ts} &
 appurtenances, w^{ts}oeuer to y^e sayd house & Land belonging
 or any ways app^tayneing, & alsoe all the Deeds writeings
 Euidences Escripts & min^{ts} w^{ts}oeuer, sooly concerneing y^e
 Prmisses, or any Part or Preell there of; To haue & to
 hould the sayd dwelling house & Thyrtty Acers of Land &
 Marsh together with all the Trees, woods & vnderwoods
 Commoditys aduantages & Emoluments what soeuer vnto

the sayd Richd Lockewood his heyres & assignes for euer/
to the onely proper vse & behoofe of the sayd Richd
Lockewood his heyres & assignes for ever, & to & for noe
other vss & Intent or purpose whatsoever: And the sayd
Nathall fryer for him, his heyres executors Administrators &
assignes for all & every of them, doth Covenant promiss &
Grant to & with the sayd Richard Lockewood his heyres
& assignes, to & with euery of them by these Presents, that
hee the sayd Richard Lockewood his heyres & assignes
shall & Lawfully may from tyme to tyme & at all tymes
here after quietly & peaceably haue hould vse occupy pos-
sess & Inioy all & singular the sayd dwelling house & Land
& every part & Prcell there of, with the appurtenances
offered acquitted & discharged, or otherwise well & suffi-
ciently saued, & kept harmeless of & from all manner of
former, & other barganes sayles gyfts grants leases Dowrys
& Title of Dowrys of Christean now Wife of the sayd Nathall
fryer/ and of & from all other tytles troubles charges and
Incomberances whatsoever, heretofore had made committed
suffered or done, or hereafter to bee had made Committed
suffered or done by the sayd Nathaell Fryer his heyres or
Assignes or any of them, or by any other Prson or Prsons
wtsoever lawfully Claymeing from by or vnder him them or
any of them, or by his there any or either of their Acts
meanes Consents or procurement/ In Witness w^rof the
Partys first aboue named to these Prsēts Indentures, Inter-
changeably haue sett thejr hands & scales, the day & yeare
first aboue written/ Nathaniell fryer (^{his} seale)

Sealed & Delivered in psence of/

James Heard/

Abra : Corbett/

The marke of 

Christian fryer/

This Deede was acknowledged by the sayd Nathaell fryer,
& Christean his wife, the day of the date aboue written
before mee/ Bryan Pendleton Commissio^r/

A true Coppy of this Instrument transcribed out of the
originall & there with Compared this 3 : August : 1673 :

p Edw : Rishworth ReCor :

Sears
To
Lane
 Bee It known vnto all men by these Prsents, that I John
 Seares resident In the province of Mayn, In New
 England Planter, flor & In Consideration of y^e
 some of Twenty pounds, Current money of New
 England, to bee in hand payd before the Inseale-
 ing, & delivery hereof, by Mr James Lane of Westgostuggo
 In y^e province aforesayd, the receipt w^{ch} I doe hereby
 acknowledg my selfe to bee fully satisfyd contented & payd,
 & there of, & every part & Preell there of, doe Clearely
 acquitt exonerate & discharge the sayd James Lane his
 heyres executors & Administrators for ever, Haue by these
 Prsents given granted barganed sould Enfeoffed & Con-
 firmed, & by these Prsents doe fully Clearly & absolutely
 giue grant bargain sell Alien Enfeoff & Confirme, vnto the
 sayd James Lane his heyres & assignes for euer/ All that
 Ysland Commanly known or Called by the name of Reddings
 Ysland, liing & being on the Eastward side of Mayre Poynt
 Neeke; togeather with all that Preell of Land liing & being
 vpon Mare poynt necke bounded wth the Land formerly In
 the possession of Nicholas Whytt; Commaly known by the
 name of Sandy Poynt, & from thence runneing vp to y^e
 falls, & soe ouer to Macoytt Bay; togeather with all the
 Marsh and Marsh grounds formerly in the Right & posses-
 sion of Thomas Redding deceased, being sixty Acers more
 or lesse, w^{ch} afore mentioned Ysland, lands & Marsh
 Grounds I the sayd John Seares doe by these Prsents abso-
 lutely giue grant sell and Confirme [135] vnto the sayd
 James Lane his heyres & assignes for ever/ to haue & to
 hould all y^e singular & aboue mentioned Prmisses, with all
 the Lands Marsh woods, vnd^rwoods Tymber Trees, & all
 other priuiledges, that in any wise appertayn & belong vnto
 y^e afore mentioned Ysland lands or Marsh or any Part or
 parcell thereof, to his and thejr proper vse & behowfe,
 hereby Emptijng myselfe my heyres, & executors of and
 from all Clayme title & Interest to the afore mentioned
 pmisses, or any Part or Preell there of, & I the sayd John

Seares, the afore mentioned Ysland Lands & Marsh grounds,
to y^e onely vse & behoofe of him the sayd James Lane, his
heyres executors & assignes, against all people shall & will
warrant, & for ever defend by these psents And In witness
hereof I the sayd John Seares, haue here vnto sett my hand
& seale this fifttheenth day of May, In the yeare of our Lord
God, One thousand six hundred seaventy three/

Signed sealed & Delivered, John Seares (^{his}_{seale})
In the Prsence of us/ John Seares acknowledged, that
Ezechiell Carveath/ hee did signe seale & Deliver
John Lane/ the aboue Instrument vnto Mr
James Lane as his Act &
Deed this 21 : of June 1673 :
before mee Geo : Munioy
Assotiate/

A true Coppy of this Instrument aboue written, transcribed
out of the originall & there with compared, this 7th of
August : 1673 : p Edw : Rishworth ReCor :

John Seares gaue possession vnto Mr James Lane of the
Ysland, in lew of the whoole Land & Marsh contayned &
mentioned In the with in written deed/ In the psence of the
witnesses here vnto subscribed/ May : 18 : 73 :

Testes/

Ezechiell Carveath/ vera Copia transcribed out of the
Richard Short his originall p Edw : Rishworth

Marke  ReCor :

To all Christean people to whom these Prsents shall come/
Hugh Gunison of Kittery In Pischataqua River inhoulder,
sendeth Greeeting/ know yee that for & In Consideration of
the some of three scoore pounds sterling, to mee in hand
payd by Mr Richard Russell of Charles Town New England
M^{ch}ant, where with I doe acknowledg my selfe fully satis-
fyd, contented and payd, & there of and of every part &

Parcell thereof, doe exonerate acquitt, and discharge the sayd Richd Russell, his heyres executors Administrators & assignes for cuer, by these pesents haue given granted barganed sould Infeoffed and Confirmed, & by these Prsents doe giue grant bargan sell Infeoffe & Confirme vnto the sayd Richard Russell all that my now dwelling house standing & being at Kitteryng, alias Kittery on the North East side of Pischataq River In the County of Yorke In New England, & all the lands & bujldings there vnto belonging, with all & singuar there appurtenances and all his right Title Dowre, and Interest of and vnto the same, & every part and Prcell thereof, to haue and to hould, the sayd dwelling house bujldings & Lands there vnto belonging, with all appurtenances to the sayd Premises belonging, vnto the sayd Richard Russell his heyres & assignes for ever, and to the onely proper vse and behoofe of him the sayd Richard Russell his heyres and Assigns for ever, free and Cleare, & freely and Clearely acquitted exonerate and discharged of for and from all former or other barganes sayles gyfts grants, titles Mortgages Actions sujtes arrests executions, Judgments Ingagements & incomerances whatsoever, from the worlds beginning, till the day of the date hereof, and doth alsoe warrant acquitt, and defend the sayd barganed Premisses, with there appurtenances vnto the sayd Richard Russell his heyres and

assignes against all Prsons from by or vnder him

Gunnison

To

Russell

Claymeing any right Title Dowre or Interest of and into the same for ever, by these Prsents/

In witness whereof I haue here vnto sett my

hand and seale, the fourth day of August In the yeare of our Lord one thousand six hundred fifty and foure, prouided always that If I the sayd Hugh Gunnison, my heyres executors administrators or Assigns doe satisfy content and pay, or cause to bee satisfyd contented and payd vnto the sayd Richard Russell, his heyres or assignes the sayd some of three scoore pounds in manner and forme following, that is to say fueteen pounds Sterling euery six Moenths next

BOOK II, FOL. 135, 136.

Insewing each other after the date hereof, in good Merchantable and refuge fish at price Current, & delivered vnto the sayd Richard Russell or his Assignes at the yles of shoales, euery six Moenthis or before, vntill the sayd some of Three scoore pounds shall bee fully satisfyd, and payd as aforesd, that then this bargane and sayl to bee voyd, & of none affect but otherwise to stand & remajne in full pouer strength & vertue according to the true intent & meaneing there of, witness my hand & seal as aforesayd/

Sealed and Delivered in Hugh Gunnisson (^{his}_{seale})
the Prsence of/
George Manning/
Nathaniell Souther Noto^r Publi^{cs}

This is the Deed of Hugh Gunnisson
acknowledged this 4th of the 6th
Moenth 1654 : before mee Richard
Bellingham Gou^{er}

vera Copia of this Instrument aboue written transcribed
out of the originall & there with Compared this 25th of
August 1673 : p Edw : Rishworth ReCor :

To all Christian people to whom this Prsent deede of sayle
shall come/ Majo^r William Phillips of Winter Harbour In the
Province of Mayne, In New England In America sendeth
greeteing In our Lord God Everlasting/ Know yee that the
sd Willia^t Phillips, with the Consent of Bridgett his wife,
for a valewable Consideration in money [136] and other
Current pay In New England to him In hand payd, at and
before the ensealeing and delivery hereof, by Richard Russell
of Charles Town In the Colonie of the Massatusetts In New
England M^{ch}ant the receipt whereof the sayd Phillips doth
by these Prsents acknowledg, and there with to bee fully
satisfyd contented and payd, and there of doth acquit and
discharge the sayd Richard Russell his heyres executors &

administrators, and every of them for ever by these Presents :
 Hath given granted bargained and sould aliend Enfeoffed and
 Confirmed, and by these Presents doth fully Clearly and
 absolutely giue grant bargan sell aliene Enfeoff and Confirme
 vnto the sayd Richard Russell his heyres and Assignes for
 euer Two Tracts or quantities of Lands, the one where of
 Contayneing Two thousand five hundred Acers liſng & being
 vpon Sacoe River Joyneing to & begining at the vpper part
 of Salmon Falls In the Province aforesayd, being in breadth
 vp by Sacoe River North West one Mile being on the West-
 ward side of the sayd River, and to runne In length vpon
 the mayn Land, soe fare on the sayd breadth, as to make vp
 the sayd quantity or Numb^r of Two thousand five hundred
 Acers, and is butting vpon Sacoe River Eastwardly, and on
 the Lands of the sayd Phillips Westwardly/ the other Tract
 y^{ts} one lyne left out wch I haue written vnder y^e deed on y^e other side of y^e next leafe
 or quantity of Land being one sixteenth part of the ^a Med-
 dows waters ways fishing fowling hunting Co^man of Pastor
 Rightts. Lybertys profetts hereditaments w^tsoeuer or or are
 growing ariseing, being comeing Issewing in vpon or out of
 the Premisses, and every part and Preell thereof, or to the
 same or any part of them, belonging or any manner or wise
 appertayneing, and all the estate Right Title Interest vse
 propriety possession Clayme and demand whatsoever of him
 the sayd William Phillips, of in or two the sayd bargained
 Prmisses, or any part there of/ And all Deeds evidences and
 Writeings whatsoever, which concerne the sayd bargained
 Premisses, onely, and Coppys of such deeds Evidences and
 writeings, which Concerne the same, with other things ; To
 haue and to hould the sayd Two thousand five hundred
 Acers of Land, and one sixteenth part of a silver Mine Con-
 tayneing five hundred Acers or there abouts, liſng and being
 butting and bounded as aforesayd, with and singular the
 Emolum^{ts} and appurtenances there of, and priuiledges there
 to in any wise belonging and appertayneing vnto the sayd
 Richard Russell his heyres and Assignes to the onely proper

vss, and behoofe of him the sayd Richard Russell his heyres and Assignes for ever: And the sayd William Phillips, for him selfe his heyres, executors and Administrators doth Covenant & grant to and with the sayd Richard Russell, his heyres and assignes by these Presents, In manner and forme following, that is to say, that hee the sayd William Phillips, at the Tyme of the Grant bargan and sayle, of the Premisses to the sayd Richard Russell, and vntill the delivery hereof vnto the sayd Richard Russell, to the vse of him his heyres & assignes for ever was the true and lawfull owner and Proprietor of the aboue barganed Premisses, and that hee hath in him selfe full pouer and lawfull authority the Premisses to grant bargan sell and Confirme as aforesayd, and that the sayd Richard Russell his heyres and assignes shall and may hence forth for euer lawfully peaceably and quietly haue hould vse possesse Inioy or dispose of the sayd barganed Premisses, with the appurtenances there of, free & cleare and Clearly exonerated acquitted and discharged or otherwise, at all tymes, by the sayd William Phillips his heyres executors Administrators sufficiently saued Defended and keptt harmeless vnto the sayd Richard Russell his heyres & assign of and from all and all manner of former and other Grants Gyfts barganes sayles, leases assignments Morgages,

Wills Intayles Judgm^{ts} executions forfeitures

<p>W^m Phillips To Ric^d Russel</p>	<p>Seizuers Joynters Dowers pouer and Thyrd of Bridgett his now wife to bee Claymed or Challenged of in or to the same or any part thereof,</p>
---	---

And of and from all other Titles, charges Acts and Incomberances whatsoever had made done Committed, or suffered to bee had mayd Committed or done by the sayd William Phillips, his heyres executors Administrators or any other Prson or Prsons wtsoever, Lawfully Claymeing or Pretending to haue any estate, right Title Interest Claym or demand whatsoever of in or to the same, or any part there of from by or vnder him them or either of them: And that the sayd William Phillips (his heyres executors & Administrators the

sayd barganed pmisses vnto the sayd Richard Russell his heyres and Assignes against them selues respectiue, & all and every Prson and persons whatsoever, Clayming or to Cayme any estate right Title Interest vse propriety Clayme or demand whatsoever, of in or to the same, or any part there of, from by or vnder him, them or either of them, shall and will warrant & for euer defend by these Presents/ And that thee sayd William Phillips,) his heyres executors and Adminis[137]trators vpon lawfull & reasonable demand, shall & will pforme and doe, or Cause to bee Prformed and done, any such further Act and thing whatsoever, whither by way of acknowledgment of this Present Deede or release of Dower, In respect of her the sayd Bridgett, or any other kind that shall or may bee for the more full Compleateing Confirmeing & sure makeing of the sayd barganed Premises, vnto the sayd Richard Russell his heyres and Assignes for euer, according to the true Intent here of, and according to y^e Laws of y^e Jurisdiction where in the sayd barganed Premisses lyeth/ In witness w^{ro}f the sayd William Phillips, and Bridgett his wife haue afixed there hands and seales, this thirteenth day of August in the yeare of our Lord One thousand six hundred seaventy three, Annoq^{ue} Regni Regis Charolii secunde vigesimo quinto/

A siluer Mines lieng & being in Sacoe aforesd
Contayneing 500⁰ Acres or y^eabouts with
all y^e Tymber Trees Woods vnderwoods

Witt : Phillips (his seal)
Bridgit Phillips (her seal)

Signed sealed and Deliverd

In the Prsence of/

Gershjam Hobart/
Paul Dudley/

Major William Phillips & Bridget
Phillips did appeare before mee
this 8th day of Aprill 1675 :
doth acknowledgd this Instru-
ment aboue written to bee there
free Act & deede as Attests

Edw : Rishworth Assofe/

vera Copia of this Instrument aboue written transcribed
out of y^e ReCords this 5th of Septem^{br} 1673 :

p Edw : Rishworth ReCor :

BOOK II, FOL. 137.

Was Mr William Symonds hath formerly had one sixth
part of the house & lands that was my fathers,
Scadlock wth farme lyeth In Cape Porpus at the little
To River/ Now bee It known vnto all men by these
Symonds Prsents, that I Samuell Scadlocke for a ualew-
able Consideration In hand received, haue barganed & sould
vnto Mr William Symonds of Ipswich, one sixt part more
of the sayd Farme, that is to say vpland Pasture Meddow &
Tillage, to haue & to hould the two sixt parts or one third
part wth all & singular buidings & appurtenances there vnto
belonging, to him the sd William Symonds, his heyres exe-
cutors Administratrs or Assignes for euer/ the Land is to
bee aequally deuided In respect of quality & quantity, as
witness my hand Dated this 23 : May : 1673 :

Subscribed sealed & Delivered Sam^{ll} Scadlocke (^{his}_{seal})

In the Prsence of us/

his Marke/ 

John Cutt John Hunkines/

The Testimony of Joⁿ Cutt & John
Hunkines aforesd, who tooke y^r
oaths y^t they were p^sent, & were
witnesses to y^e Deed abouesd Sworn
before us the 24th of June 73 :

Sam^{ll} Symonds Dep Gou^r

William Stowton Assis^t

A true Copy of this Instrument transcribed out of the
originall & y^r with Compared this 9th day of Sep^{br} : 1673 :

p Edw : Rishworth ReCor :

To the Marshall of the County of Yorke, or to the
Marshall of Portsmouth or Douer, or thejr Deputys, or
either of them/

In his Majestys name you are required to leavy of the
estate of Samell Scadlocke, Two Cows & two Calfes and fwe
pounds fiueteen shillings & 10^d, & 3^s 6^d for the execution &

for wantt y^rof his body, & It to deliver vnto Mr Wilt : Symonds, to satisfy a Judgm^t of Court granted him at Yorke houlden for this County July 4th : 1671 :

p Curiā : Edw : Rishworth ReCor :

7th July : 71 : w^r of fayl not to make a true returne vnd^r y^or hand/

I Nathell Maysterson Marshall, doe constitute & appoynt my loueing frejnd Charles Potum liueing at Cape Porpus or Ensign John Barret or either of them to bee my lawfull Deputy to levy this execution according to law/

Dated this 3d of August/ 71 Nathell Maysterson Marshall/

I John Barret being Marshalls Deputy, did leavy this execution on a sixth part of an house, & Land w^{ch} was Sañll Scadlocks, at the doeing there of & Delivered it to Mr William Symonds Witness my hand, 3 : August : 71 :

Symonds
Exec^o on
Scadlocks Land

The marke of John Barrett

⤿

Wee Whose names are vnder written being chosen by Mr Symonds & the Marshall to apprise a part of an house & Land w^{ch} is Sañll Scadlockes at little River in Cape Porpus, for or towards this execution, Wee doe apprise the sixt part of the sd house & land at tenn pounds Witness o^r hands, this 3d of August 1671 :

Bryan Pendleton

vera Copia of this execution with John Barret his marke

in written & the returne y^r of

⤿

by the Marshalls Deputy transcribed out of the originall & y^r

wth Compared this 9th of Septemb^r : 1673 : p

These Presents testify, that In Consideration of Two sheepe
w^{ch} I haue received of Nicho : Hodgsden of Kittery, where
with I am fully satisfyd, I Peter Wittum do grant giue sell
& Confirme, In the behalfe of my selfe my heyres executors
Administrators & assignes, haue given granted sould & Con-
firmed that part & parcell of vpland (excepted
Wittum In his bill of sayle, being two Acers,) adioyning
To to the other fourty acers of vpland this day sould
Hodgsden by mee vnto the sayd Nicho : Hodgsden, bee It
more or less to him, his heyres executors administrators &
assignes for euer/ And that the sayd Nicho : Hodgsden
shall haue & hould the sayd Two Acers of Land, vpland &
swampe from mee the sayd Wittum my heyres executors &
assignes for euer, with all the priuiledges & appurtenances
w^tsoever/ In witness w^{of} wee haue here vnto sett our hands,
I & my wife Reddigoe, this seauenteenth day of Septem^{br}
1673 :

Peter Wittum his

This Instrument owned by Peter
Wittum & Reddigoe his wife, to
bee y^r Act & Deede before mee
this 17th : 7th : 1673 :

marke 

Reddigoe Wittum

her marke 

Edw : Rishworth Assotite/

A true Cappy of y^r Instrument transcribed out of the origi-
nall this 18th of Septemb^r : 1673 : p Edw : Rishworth ReCor :

These Presents testifyeth, that I Peter Wittum of Kittery,
In the County of Yorke Planter, for diverse good Consider-
ations therevnto mee moueing, & more espetially for the
some of Eleaven pounds tenn shillings to mee In hand payd
by Nicho : Hodgsden of the sayd place, where with I am
fully Contented & satisfyd, haue sould given granted & Con-
firmed, In the behalfe of my selfe my heyres,
D^{no} executors and Administrators, & by these Presents
doe sell giue grant, & Confirme vnto the sayd Nicho :

Hodgsden aforesd, him selfe his heyres executors Administrators & assignes, the full & Just quantity of fourty Acers of Land, swampe & vpland butting vpon the land of the sayd Nicho Hodgdsdens & Miles Tomson on the West End, & runeing backe vnto the Rocky Hills on the East End, Next Adioyning to John Morralls Land on the North side, & the Comānes on the South side/ W^{ch} parcell of vpland & swampe contayneing 40 Acers as aboue sayd, with all the benefitts priuiledges & appurtenances y^rvnto belonging, hee the sayd Nicho : Hodgdsden is to haue & to hould to & for him selfe, his heyres executors Administrators & assignes for euer, for his & there own proper vse & behoofe & further the sayd Peter Wittum doth further Ingage In the behalfe of him selfe [138] his heyres executors & assignes to defend & saue harmeless the sayd Nicholas Hodgdsden from all Titles Interest and Claymes, & Incomberances w^{ts}oeuer, from by or vnder him or any w^{ts}oeuer belonging to him, his heyres executors administrators & assignes, to him the sd Nicho : Hodgdsden his heyres & assignes for ever/ It is further to bee vnderstoode that this 40 Acers of land as aboue expressed, was a grant given to Peter Wittum by the select men of kittery, January 2 : 1665 : wⁱⁿ there is 2 acers of Land not sould by the sd Wittum to Nicho : Hodgdsden/ In testimony w^{of} I the sayd Peter Wittum & Riddigoe my wife haue here vnto sett our hands & seals this seauententh day of Septemb^r 1673 :

Peter Wittum & Riddigoe his wife,
doe own this Instrum^t aboue writ-
ten to bee y^r Act & Deede before
mee at y^e day & Date aboue writ-
ten/ Edw : Rishworth Assotiate/

Peter Wittum (^{his}_{seal})

his marke *PM*

Riddigoe Wittum (^{her}_{seale})

her marke *R*

A true Copy of this Instrument aboue written, tran-
scribed out of the originall & there with Compared this 18th
day of Septemb^r 1673 : p Edw : Rishworth ReCor :

BOOK II, FOL. 138.

A Covenant or Articles of Agreement made between Fran: Morgan Chyurgeon, on the one Party, & William West, Cooper, on the other Party, Witnesseth that I ffran: Morgan Chyurgeon do Ingage to vse my best & vttmost skill & Indeaue^r to Cure the abouesd William West of an vncerated fistula w^h is now broake out, exceedingly both with in & with out, his throate In soe much hee Cannot take his rest with out extreame Ruttling In great Dolour, & alsoe doe Ingage to Mantayn the sd William West with Dyett washing lodging a Convenjent tyme for the cure/ And for & in Consideration of the charge of the sayd West his Dyett dureing the tearme of the Cure, hee the sayd West doth Ingage to serue the sayd Morgan to his vtmost ability in any thing hee the sayd Morgan shall set him about, & If it please god that y^e Cure bee æffected hee the sayd West doth Ingage to pay vnto the sayd Morgan for the sayd Cure Twenty pounds, Sterling In fish at price Current or for the want of payment of the abouesd some vpon demand hee the sayd West doth Ingage truely & faithfully to serue the sd Morgan or his Assigns, the full Tearme of one yeare & six Moenth^s, hee the sd Morgan finding the sayd West with meate drinke washing & lodging, dureing the sayd Tearme, & hee the sayd West finding him selfe with Cloaths/ In witness of the abouesd p^mises, Wee haue here vnto set our hands Interchangably this tenth of Novemb^r one Thousand six hundred seaventy one/

Testes Sañnell Brown/
Robert Marshall/
Margeret Fillmore her
marke *PP*

William West his
marke *W*
ffrancis Morgan/

Margeret fillmore a witness to this
Instrument, aboue written doth
Attest vpon her oath it was the
Act & Deed of William West as
Attests Edw: Rishworth Assotiat/
13: Septemb^r 73:

A true Coppy of this writeing or agreement transcribed
out of the originall & there with Compared this 18th day of
Septemb^r 73 : p Edw : Rishworth ReCor :

This Indenture made the first day of January 1663 : In the
fiueteenth yeare of the Reigne of our Soueraign Lord King
Charles the secund, between Henery Jocelyn of Bla[~] Poynt
of the one Party, & John Libby Seno^r Panter of the other
Party, Witnesseth that the sayd Henery Jocelyn,
Jocelyn. for him selfe his heyres executors Administrators
To & assigns. doth giue bargane sell & confirme
Libby vnto the sayd John Libby & his heyres for euer,
a certen Tract of Land bounded as followeth vidz^t the Marsh
to beginne at the next Cricke to y^e Eastward, of the sayd
Libbys Co^man Landing place, & from thence to his dwelling
house according as his fence goeth, & was formerly bounded
by mee, from thence westward & North Westward, to a tree
marked by mee formerly, & from thence to goe ouer vpon a
visuall Lyne, vpon the dwelling house of Mr Hene : Watts,
at blew poynt, soe fare as the flatts/ alsoe the Marsh halfe of
that Necke his dwelling house stands vpon, according to the
bounds formerly by mee layd out, & further all the Marsh
to y^e Eastward of the bridg on that side the Cricke to the
vpland, as fare as the Mayn Cricke, Called the pine Cricke,
& ouer against Godfrey Shelldens house, & soe fare vp the
sayd Cricke, vntill it comes Close vp vnto the vpland/ &
alsoe fiuety Acers of vpland adioyning to the sayd Marsh,
& to goe into the Land according to the marked trees
formerly layd out vnto him one hundred & sixty pools to
euery acer, sixteen foote & an halfe to euery poole/ alsoe
to haue free co^mage, with Liberty of fishing & fowling, &
Cutting of tymber for ordinary vses, in any swampe or else
Where, vnbounded forth to others in such Lands as is or
shall bee vnfenced/ To haue & to hould all & singular the

permises, herein specifyd to him the sayd John Libby his heyres executors, Administrators, & assignes for euer, In free & Coman Socceage, yeilding & paijng vnto the sayd Henery Jocelyn his heyres & assignes for euery fiftety acers of vpland & Meddow annually three days worke for euer, that is to say two dayes worke In harvest, or seede tyme, & one day in Cutting of Wood, against the feast of Christ tyde, If it bee lawfully demanded, & for non Prformance of the same, It shall bee lawfull for the sayd Jocelyn his heyres or assignes to enter vpon the Premises, & distrayne, & the distress soe taken to carry away & apprise the same by two sworne men, & pay him selfe his heyres or assignes the sayd Rent or charge & deliver the ouerplus of the distress to the owner thereof: to Confirme the treuth hereof the Partys a-[139]boue sayd, haue Interchangeably set two there hands & seales, the day & yeare aboue written/

Signed sealed & Delivered	Henery Jocelyn (^{his} seale)
In the Prsence of	Margeret Jocelyn/
Payton Cooke/	
The marke John I w Wills/	

This Instrument acknowledged by
Mr Henery Jocelyn this 25th of
Aprill 1672: to bee his Act &
deed before mee, & Mis Jocelyn
alsoe

Bryan Pendleton Assotiate/

A true Coppy of this Instrument transcribed out of the
originall & there with Compared this 15th: of Octobr 1673:
p Edw: Rishworth ReCor:

Know all men by these Prsents that I Samson Anger of
Yorke, In the Prouince of Mayn alias County of Yorke In
New England, fisherman on the one Party, & Capt John

Angier
To
Davess

Davess of the same place & Town of Yorke of
the other Party, Witnesseth, that I Samson Anger
haue for & in good Consideration of a valewable
some of money payd mee in hand by the sd Cap^t

John Davess, before the sealeing & Deliuery of these Prsents,
w^rwith I doe acknowledg & confess my selfe to bee fully satisf-
fyd, & payd to my Content, & by these Prsents I haue given
granted barganed & sould & Confirmed, & I doe absolutely
giue grant sell & confirme vnto the sayd Cap^t John Davess
his heyres, executors, & Assignes all the sayd plott of Land
that did formerly belong vnto Rice Kerdogon, w^h plott of
Land lyeth nere vnto the River side, & Adjoyneing vnto Mr
Edw : Rishworths Land, & wheare my fishing stage stoode,
with all y^e members & appurtenances there vnto belonging,
& I the sd Samson Anger doe here acknowledg & Confess
my selfe that I haue firmly barganed & sould the aboue sayd
plott of Land with its members & appurtenances vnto the
sd Cap^t John Davess, his heyres, & Assignes : to haue & to
hould for euer, against mee my heyres, executors, & assignes,
& all & euery Prson or Prsons, lawfully Claymeing from
mee, or vnder mee, or In my name, shall & will warrant &
for euer defend by these Prsents/ And In witness of the true
Prformance of the aboue sayd pmisses, I doe here vnto put
my hand & seale, this three & twentieth day of Septemb^r, one
thousand six hundred seauenty three, & the fīue & twentieth
yeare of the Reigne of our Soueraign Lord King Charles y^e
secund, King of England, Scotland, & Ireland, & of severall
Yslands, & places of the western parts of America, Defend^r
of the faith/

Sealed signed & delivered/
In the Prsence of us/
Peter Weare, Senjo^r/

Samson Anger (^{his} _{seale})
his marke ☉

Samson Anger ownes this Instrument aboue written,
to bee his Act & deed before mee, this 14th of
Octob^r 1673 : Edw : Rishworth Asso^{te}/

A true Coppy of this Instrument transcribed out of y^e originall & there with Compared this 15th of October 1673 :

p Edw : Rishworth ReCor :

To all Christean people, John Sanders of Cape Porpus In the County of Yorke shyre, in New England fisherman, & Mary his wife sendeth greeteing, in our Lord god Everlasting/ Know yee that y^e sd John Sanders & Mary his wife, for & in Consideration of the some of three pounds Sterlg by the valew thereof In Wheate & peas in New England, to them in hand before the sealeing & delivery hereof, well & truely payd, by Major Bryan Pendleton of Winter Harbour, in the County aforesd M^{ch}ant the receipt w^of, the sayd John & Mary Sanders doth hereby acknowledg, & there of

<p>Sanders To Pendleton</p>	<p>doth acquit, exonerate & discharge, the sayd Bryan Pendleton & his heysr executors Administrators & assignes & euery of them for ever, p these Prsents hath given, granted, barganed, sould aliend Enfeoffed & Confirmed, & by these psents doth fully, Clearely, & absolutely give grant bargane sell aliene Enfeoff & Confirme vnto the sayd Bryan Pendleton his heyres & assignes for euer, all that y^e Tract of vpland, contayneing full one hundred Acers, with all & singular the Rights priuiledges, & appurtenances w^tsoever y^rvnto belonging, or apprtayneing, the w^{ch} sd Tract of Land, mentioned or intended to bee granted, barganed & sould is scituate, lijng & being in Cape Porpus with In y^e County aforesayd, & butteth South East with y^e Land of Major Bryan Pendletons, w^{ch} is now in occupation & possession of Richd Palmer, & North East on the Land Commanly Called Long Coue, & bounded on the West with a Lyne of fourty rodds from y^e Coue aforesd, & all the Estate right title Interest vse & possession property Clayme, & demand w^tsoever of them the sayd John Sanders & Mary his wife, either of them in & to</p>
-------------------------------------	---

the same, or any part or Preell there of, & all Deeds evidences & writings, w^{ch} doe concerne the same, & any part there of: To haue & to hould the sayd Tract of Land, with all & singular the rights priuiledges & appurtenances to them or either of them belonging or appertayneing to y^e onely proper vse & behoofe of the sayd Bryan Pendleton his heyres & assignes for euer/ & the sayd John Sanders & Mary his wife for them selues & each of them, for thejr respectiue heyres, executors & Administrators, & for euery of them doth Covenat promiss & grant to & with the sayd Bryan Pendleton his heyres & assignes to & with euery of them for ever, by these Presents that they y^e sayd John Sanders & Mary his wife at tyme of the grant & bargane & sayle of the aboue mentioned Premisses, & vntill the delivery here of, vnto y^e sayd Bryan Pendleton vnto the vse of him his heyres & assignes for ever, were the true & ritefull owners of the aboue barganed Premisses & that they haue in them selues full pouer good right & lawfull authority, y^e Premisses & euery part & Parcell there of, to grant sell & Confirme vnto y^e sayd Bryan Pendleton as aforesayd, & that the same is free & clear & freely & clearly acquitted & discharged, or otherwise vpon request of the sayd Bryan Pendleton, his heyres or assignes, shall from tyme to tyme, & at all tymes bee well & sufficiently sauved, bee defended & kept harmeless by the sayd John Sanders, & Mary his wife & each of them, of & from all, & all manner of former & other Gyfts grants barganes sayles, Assignements, Morgages Wills, Entayls Judgmt^s, executions, forfeitures [140] Joynters Dow-ers & of & from all & singular other Judgments, executions charges Titles, troubles Incomberances & demands w^hsoever had made done or suffered to bee done, by the sayd John Sanders & Mary his wife, or either of them or any other to bee done, by the sayd John Sanders and Mary his wife, or either of them or any other Prson or Prsons whatsoever, by either of thejr Act meanes default Consent, or procurement; And that y^e sayd John Sanders & Mary his wife & each of them, & the heyres executors & Administrators of each of

them against them selues, & all & euery other Prson or Prsons w^tsoeuer lawfully Claymeing or to Clayme any estate, right title or Interest, of in or to the barganed Premisses, or anie part y^rof vnto the sayd Bryan Pendleton his heyres & assignes, shall & will warrant, & for euer Defend by these Presents: And that the sayd Bryan Pendleton his heyres & assignes, the sd barganed pmisses, & euery part & Preell there of, shall & may peaceably & quietly for ever, after y^e day & date here of haue hould vse occupy, possess & Inioy, with out the Let sujte trouble Molestation, Contradiction eviction, or the disturbance of the sayd John Sanders, & Mary his wife, or either of them or thejr heyres, executors, or Administrators, or either of them or thejr heyres executors or Administrators, of either of them, or any other Prson or Prsons w^tsoeuer lawfully Claymeing or Pretending to haue any estate right Title Interest Cayme or demand what-soeuer, of in or to y^e Prmisses, or anie part or Preell there of/ In witness w^rof the sayd John Sanders & Mary his wife, haue here vnto set thejr hands & seales this sixt day of Octobr In the yeare of our Lord one thousand six hundred seaventy three, In the 25th yeare of our Soveraigne Lord Charles the second by the grace of god of England Scotland, France & Ireland King, Defend^r of the faith, 1673 :


Signed sealed & delivered

John Sanders (^{his} seale)

In y^e p^sence of us/

Mary Sanders (^{her} seale)

Richd Palmer his

marke 

Grace Palmer

her marke 

John Turbet/

Mary Turbet her

marke 

This Instrumemt Attested vnto at Cape Porpus vpon oath by Richd Palmer Grace his wife & Mary Turbet vpon Octobr the tenth 1673 : to bee the Act & Deede of John Sanders & his wife/ before mee Bryan Pendleton Assotiate/

A true Coppy of this Instrument transcribed out of the originall & there with Compared this 29th day of Octobr 1673 : p Edw : Rishworth ReCor :

vpon the Twenty fourth day of Aprill, one thousand six hundred seaventy three, possession given p Major William Phillips of the foure hundred Acers of Land with in mentioned, being & lijng vpon the lease of one hundred Acers of

Land formerly granted vnto John West, from
 Phillips Wests brooke vnto Wests ditch, vnto Major
 To Bryan Pendleton, this whoole Tract & that hun-
 Pendleton dred Acers of Wests aforesd to runne eighty
 rodd in breadth from Wests brooke to Wests ditch, vpon a
 North East Lyne, & from each of those bounds, vpon a
 South West lyne from y^e River into the woods to make vp
 the quantity of foure Miles, accompting to euery mile, three
 hundred & thyrty rodde, the w^{ch} is more by one mile, then
 y^e quantity with in expressed, & John Wests, the w^{ch} ouer
 plus of Land is in way of exchange of Cow Ysland & posses-
 sion given by Twigg & turff in lew of the whoole in p^sence of
 Symō Booth, James Oare & Hene : Brown : Note that w^{as}
 It is aboue mentioned, that the breadth is from Wests
 brooke to Wests ditch, It is to bee vnderstood, that If these
 two places Contayn not fourescore rodde with in, that, then
 y^e mesuration must goe ouer Wests ditch, vntill the eighty
 rod bee fully ended, & soe runne the same breadth to y^e
 extent of y^e foure Miles, vpon the South West lyne into the
 Woods/

William Phillips/

Signed & Delivered

In the p^sence of/
 Sheth Fletcher/
 Symeon Booth/

This Instrument acknowledged by
 Major William Phillips, to bee
 his own free Act & Deed, this
 24th day of Aprill 1673 : before
 mee Bryan Pendleton Asso^{te}/
 Symeon Booth/

A true Coppy of this Instrument aboue written transcribed
 & Compared p the originall this 30 : Octobr 1673 :

p Edw : Rishworth ReCor :

To all Christean people to whome this p̄sent writeing shall come/ I Tho^s Tharly of Newbery, In the County of Essex In New England send Greeeting/ Know yee that I Thomas Tharley, for & in consideration of valewable satisfaction in hand payd & by mee received, haue

Tharly
To
Wells

given granted covenanted Enfeoffed & fully barganed & sould, & by these Prsents, do giue grant covenant enfeoff confirme sell & make over vnto Thomas Wells Jnjo^r of Ipswich in the County of Essex aforesayd Two hundred Acers of vpland, with fourty two Acers of Meddow or Marsh land scituate lijng & being in the Town of Wells, in the County of Yorke in New England bounded with the land of John Barret on the south, William Wardells land on the North, the sea on the East, & the Comons on the West, Thyrtie six acers of the sayd Meddow is Joyneing to the River Called Webbhanet, the other six acers lijng by Mr Wheelewrights necke of Land, with all & euery of the Town rights, fences, profitts, priuiledges & appurtenances whatsoeuer, y^vnto belonging/ To haue & to hould all the abouesd Two hundred fourty & two Acers of vpland & Meddow, respectiuey to the proper vse & behoofe of the aboue sayd Thomas Wells Jnjo^r, his heyres executors, Administrators & assignes for euer: And I the aboue sayd Tharley, doe hereby for my selfe my heyres executors or Assignes, Couenant promiss & agree, to & with the aboue named Wells his heyres executors Administrators & Assignes, to warrantize the sayle of the abouesd Premisses, w^{ch} I formerly purchased of John Woolcott, The sayd Tho: Wells his heyres executors, & assigns shall from tyme to tyme, & at all tymes hence forth for euer haue hould occupy possess, & Inioy all & euery part & Prcell of y^e aboue sayd p̄misses, with out any let sujte hinderance molestation Interrvption of mee the sayd Tho: Tharly, my heyr's executors or assignes or any Prson or Prsons w^tsoeuer, laijng Clayme lawfully there vnto, in by from or vnder mee, or any of my heyres, execu-

tors Administrators or assignes, & doe acknowledg hereby to haue given the aboue sayd pmisses, into the possession of the abouesd Thomas Wells, Junjo^r in witness whereof, & vnto all other of [141] the aboue mentioned Premisses, I the aboue sayd Thomas Thurlay, haue here vnto set my hand & seale/ Dated this Twenty eight of Janvary; one thousand six hundred sixty seaven/

Subscribed sealed & Deliuerd	Thomas Thurlay (^{his} _{seal})
in the Prsence of,	This was acknowledged as the Act
Richard Tharley	& Deed of y ^e sayd Thomas Thar-
his marke T	lay the 7th day of Decemb ^r 1671 :
Fran : Tharlay/	before mee Sa ^m ll Symonds/

A true Coppy of this Instrument transcribed out of the originall, & y^rwith Compared this 15th Noveb^r 1673 :

p Edw : Rishworth ReCor :

This Indenture made this 20th of Noveb^r in the yeare one thousand six hundred seaventy Two, between Thomas Withers of Piscataqua in New England of the one Party, & William Addams of ould England on the other Party, witness as followeth, that is to say, that yⁿ sayd William Addams by his own Consent doth bind him selfe & apprentice vnto the aforesd Thomas Withers his heyres executors administrators or assignes or any of them, & to serue as apprentice the full Tearme of seaven years, & to doe him all Lawfull & faith full service, dureing the sayd Tearme of seaven years & the sayd Withers doth promiss to provide the sayd Addams, meate drinke Washing, Lodging, & Cloathing, & at the end of the sayd apprentishipe, to haue two sujtes of apparell, & a lot of Land, for his faithfull service/ In witness whereof, Wee

Addams
Apprentice
To
Withers

haue set our hands & seals Interchangably, this 20th of
Novebr 1672 :

Signed sealed & delivered,	Thomas Withers (^{his} _{seal})
In the Prsence of us/	William Addams
Joseph Canny/	Mr Tho : Withers Grants William
Mary Canny her	Addams foure Acers of Land for
marke <i>M</i>	his lot lijng in spruse Cricke,
	neare to y ^e water side/ owned in
	Court y ^s 12 : Novebr 1673 : As
	Attests Edw : Rishworth ReCor :

A true Coppy of this Instrument transcribed out of the
originall, this 15th : Novebr 73 : as Attests Edw : Rishworth
ReCor :

To all Christean people to whose this Prsent writeing
shall Come, Greeteing/ Know yee that I John Morrall of the
Town of Kittery Playsterer, for diverse good Causes & con-
siderations mee moueing there vnto, acknowledg mee to
haue sould vnto Miles Tomson of Pischataq, &
Town of Kittery aforesayd Carpencer, all my
meddow & fence lijng & being in bla^t Cricke,
between the Land of the aforesd Myles Tomson
& the vpland of John Heard, of Sturgeon Cricke known by
the name of the ould ground poynt, the which Prcell of
Meddow I formerly bought of Mr Hattavill Nutter of Douer,
as appeareth by a bill of sayle from him to mee beareing
date the 14 : Septembr 1668 : All wth Meddow & fence, I
doe by these Prsents acknowledg to haue sould to the afore-
sayd Myles Tomson his heyres executors & assigns, to haue
& to hould & quietly to possess & Inioy for ever : & further
I doe by these Prsents bind mee my heyres executors
Administrators & Assignes In the pœnall some of fueteen
pounds to saue & keepe harmelese, & from all Clayme or
Clames to bee made by John Heard of Sturgeon Cricke, to

Morrell
To
Tomson

y^e p^romises aforesd, his heyres or assignes, I say to mantayn & defend the right & quiet possession of the aforesd p^romisses, to the aforesd Myles Tomson his heyres & assigns for euer, in the penall some aforesd, as witness my hand & seal this Twelfth day of May 1673 :

Signed sealed & delivered

John Morrall (^{his}_{seale})

In y^e p^resence of, Willi : Gowen/

Thomas Abbet/

John Morrall & Sarah Morrall, doe
acknowledg y^s Instrument, aboue
written signed p her husband to
bee y^r Act & deed before mee
Edw : Rishworth Asso^re :

. A true Coppy of this Instrum^t transcribed out of the originall this 17 : Novbr 73 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Abraham Tillton with y^e Consent of Mary my wife, haue for diverse good Causes & valewable Considerations mee moueing y^rvnto, & for Twenty two pounds in hand payd & by mee Received, haue sold vnto Myles Tomson Senjo^r & Israell Hodgdsen in Joynt Partnershipe all that Tract of vpland & Meddow bought of Nathan Lord, as by a bill of sayle vnd^r his hand beareing date Octobr 31 : 1668 : the vpland Contayneing

Tillton
To

Tomson &
Hodgdon

fourty Acers, & lijng at the East end of the
heathy Marsh, & w^{ch} was granted vnto Renald
Junkines by the Town of Kittery & stands vpon
ReCord beareing Date y^e 18th of Decembr 1672 :

All w^{ch} fourty Acers of vpland, with all the Meddow belonging to the sayd vpland, & formerly in the possession of Renald Jinkine, I haue sould & Deliud vnto y^e aboue sayd Myles Tomson, & Israell Hodgden y^r heyres & assignes for euer : peaceably to bee Inioyed by y^m & y^r heyres as aforesd with out any molestation from mee my heyres or Assignes for euer, as witness my hand & seale this eight

day of March, & In the yeare of our Lord one thousand six hundred seaventy one seaventy two/

Signed sealed & Deliverd in the Abra : Tillton (^{his}_{seale})

Prsence of us/ Christopher Banefejld/

William Gowine/ The aboue written Instrument was
owned by Abra : Tillton to bee
his Act & deede, & consented
two by Mary his wife this 8th
day of Octobr 1673 : before mee
John Wincoll Assotiate/

A true Coppy of this Instrument transcribed & compared
p the originall the 17th day of Novebr 1673 : p Edw : Rish-
worth ReCor :

Know all men vnto whome these Presents shall come, that
I Joseph Austine of Pischataq doe bargane sell assigne &
set ouer all my right & title I haue in the sayd
little Marsh soe Commonly called aboue Stur-
geon Cricke, with a little house & vpland y^rvnto
belonging, as also one thousand five hundred
foote of boards, vnto Anthony Emery of Pischataq aforesayd
for & in Consideration of Two stears Called by y^r name of
draggon & Benbow, with a weeks worke of him selfe &
other two oxen, w^{ch} is to bee done at Cutchecha/ In witness
of the treuth wee haue here vnto set our hands & scales this
psent 15th of July 1650 :

Signed in the Prsence of us

Jos : Austine his (^{his}_{seale})

Nic : Shapleigh/

Marke **A**

Humfrey Chadborne/

Anthony Emrey his

marke **A**

A true Coppy of this Instrum^t transcribed & Compared
by the originall this 17th of Novebr 73 : p Edw : Rishworth
ReCor :

To all Christean people to whome this Present Writeing shall come, James Emery of Kittery In the Prouince of Mayne in New England & Elizabeth his wife sends greeteing in our Lord god Everlasting, know yee that Wee the sayd James & Elizabeth for diverse good Causes & considerations y^rvnto us espetially moueing, & for & in Consideration of y^e some of ftiety pounds, of lawfull pay of New England by us in hand Received of William flurbush & Danjell florgisson of Kittery aforesayd Yeamon, at the sealing & delivery of these Presents well and truely in hand payd, the receipt w^of they the sayd James Emery & Elizabeth his wife doe hereby acknowledg, & thereof & of euery part & Preell there of, doe fully Clearly & absolutely acquit, exonerate and discharge the sayd William flurbush & Danjell florgisson there heyres executors & Administrators and euery of them, And by these Presents haue granted aliend sould barganed & Confirmed, And by these Presents doe Grant Aliene bargan sell, & Confirme vnto the sayd William flurbush & Daniell florgisson, thejr heyres & assignes for euer, one Tract of Land lijng & situate, on the North side of the little Hill Marsh, Joyneing on the West side to Nicho: Frosts Land, & thence North to a saw pitt, [142] which lyeth by the path that goeth to y^e third Hill, & from thence along by the marked trees vnto the swampe brooke, & from thence to y^e foote of the third Hill, on the South side of the Hill vnto a brooke that cometh out of y^e hill pond, w^h brooke is the Easterne bound of the Tract of Land on the South side with marked trees that deuide Nicho: Frosts Land & Antho: Emerys Land/ as likewise the little round Marsh soe Co^manly Called, w^h was formerly in the possession of Joseph Austine & by him sould vnto Anthony Emery, & by Anthony Emery sould vnto James Emery aboue sayd, both situate & lijng in Kittery afore sayd/ The Tract of Land & March being by Computation about one hundred & ftiety acers, bee It more or less togeather

Emery
To
Furbush &
Forgison

alsoe with all & singular the pastures Cōmanes,
Common of pasture woods vnderwoods profetts
Cōmoditys Emoluments & haerdtaments whatso-
euer to the sayd Premisses or any of them, or to
any Part or Parcell of them belonging, or in any wise apper-
tayning, or had vsed Demised, occupyd or Inioyed, as part
peell or member there of, & alsoe they the sayd James
Emery & Elizabeth his wife, for the Consideration aforesd
haue granted barganed & sould, & by these Presents do grant
bargan & sell, vnto the sayd Furbush & Daniell Forgisson
thejr & Assignes, all & singular Deeds, Indentures Counter-
panes, writeings euidences Prescripts & miniments wtsocuer
Concerneing onely the Premisses hereby mentioned to bee
barganed & sould, or onely any part thereof, & w^h now are
in the hand Custody or possession of y^r sayd James Emery,
or Elizabeth his wife or any other Prson, or Prsons by his
or her delivery or appoyntment, or to his vse, or to the vse
of the sayd Elizabeth his wife, & which hee may haue
obtainne or came by with out sujte in Law, all & singular
which sayd Deeds indenturs Counterpanes writeings Eui-
dences Prescripts & Iminim^t soe hereby barganed, & sould
by the sd James Emery & Elizabeth his wife, hee the
sayd James Emery & Elizabeth his wife doe hereby grant,
& agree to deliver or Cause to bee delivered to the sayd
William Furbush & Daniell Forgisson thejr heyres or as-
signes at or before the end of one Moenth now next Come-
ing safe vncancelled, & vndefased as now the same are, to
haue & to hould all & singular the Premisses, hereby men-
tioned to bee barganed & sould, & euery of them, with thejr
& euery of thejr appurtenances, vnto the sayd William Fur-
bush & Daniell forgisson, & the heyres & assignes of the
sayd William Furbush & Daniell Forgisson, to the onely
proper vse & behoofe of the sayd William Furbush & Daniell
forgisson, & y^r heyres & Assignes for evermore, the same to
bee houlden of the Cheefe Lord or Lords of the ffee or fees
w^rof the pmisses haue been houlden by the Rents & scer-

uices therefore due & of Right accostamed, & the sayd
 James Emery & Elizabeth his wife y^mselus thejr heyres exe-
 cutors & Administrators doe Couenant & grant to & with
 the sd William Furbush & Danjell Forgisson thejr heyres &
 Assigns, & to & with euery of them by these Prsents, that
 they the sayd william Furbush & Danll Forgisson or thejr
 heyres & Assigns & euery of them shall & may from tyme
 to tyme, & at all tymes here after for euer, & after y^e decease
 of the sayd James Emery, & Elizabeth his wife, peaceably &
 quietly haue hould occupy, possess & Inioy all & euery the
 Premisses with out let Interrvption trouble expulsion or
 Eviction of the sayd Emery, & Elizabeth his wife, or either
 of them, or thejre or either of thejr heyres, or thejr or either
 of thejr bodys begotten or to bee begotten, or any other heyre
 or heyres of them or either of them, or the heyres of the
 aforementioned Joseph Austine or Anthony Emery, & with
 out any Lawfull let trouble Interruption expulsion, or euic-
 tion of any other Prson or Prsons whatsoeuer, now haueing
 or Lawfully Claymeing to haue, or w^{ch} hereafter may haue
 or lawfully Clayme to haue any manner of estate, Right,
 Title Interest thing or Demand of in two or out of the sayd
 barganed Premisses, or any of them by for from or vnder
 them or any of them, or by thejr or any of thejr meanes
 Consent or procurement, & freed & discharged, or otherwise
 with in Convenjent tyme after reasonable request well & suf-
 ficiently saued & kept harmeless & Indemnifyd by the sayd
 James Emery, & Elizabeth his wife thejr heyres executors
 Administrators, or some or one of them of & from all & all
 manner of former & other barganes sayls gyfts, grants alien-
 ations, estats leases Joynturs Dowers vses wills Entayles &
 arerages & all manner of Rents, Judgm^{ts} executions &
 extents, & from all other titles troubles charges & Incomber-
 ances Whatsoeuer, heretofore had made done Committed
 omitted or wittingly or willingly suffered or procured, or
 hereafter to bee had made done comitted wittingly or will-
 ingly suffered or procured by the sayd James Emery or

Elizabeth his wife or either or any of them, thejr or either or any of thejr heyres or assignes, or by any other Prson or Prsons whatsoeuer, by thejr or any or either of thejr means Assent Consents or procurement, or of the heyres of Joseph Austine, or Anthony Emery aforesayd, & the sayd James Emery & Elizabeth his wife, for them selues thejr heyres executors & Administrators do Covenant & grant to & with the sayd William Furbush, & Danjell Forgisson thejr heyres & Assignes by these Prsents that they the sayd James Emery & Elizabeth his wife shall & will from tyme to tyme, & at all tymes after the Date of these Prsents, at & vpon the reasonable request, & onely cost & charges in the Law of the sayd William Furbush & Daniell Forgisson thejr heyres & assigns or any of them do make knowledg execute & suffer & cause to bee done made knowledg'd executed, & suffered all & euery such act & Acts, thing & things, devise & devises, Assurances & Conuayances in the law w'isoener, which shall bee or may bee for the more better & Prfect assurance & sure makeing, & conuaijng of all & singular the sayd barganed Premisses, & euery part & Preell thereof with the appurtenances, vnto the sayd William Furbush & Daniell flogrisson, & to the onely proper vse & behoofe of the sd William ffurbush & Daniell Forgisson thejr heyres & Assigns for euer, according to the true Intent & meaning of these Prsents, bee It by fine feoffment recouery, with single or double or more voucher or vouchers, euen deed or deeds Inrowled or not Inrowled/ [143] the Inrowlement of these Prsents, release or Confirmation, with warranty, or without warranty, or by all euery any, or as many of the sayd ways & meanes, as by y^e sayd William ffurbush & Daniell flogrisson, thejr heyres or assignes, or his or thejr or any of thejr Counsell learned in the law shall bee reasonably demised, aduised & required, soe as for the makeing doeing knowing executeing suffering, or Prformeing such further acts things devises assurances & conuayances, or any of them, the Prson or Prsons that are to make such further Assurance by force

of this Covenant or any of them bee not Compelled to travell aboute the space of Twenty Miles & more ouer It is Covenanted granted & Concluded & agreed vpon by & between all & every of the sayd Partys to these Prsents that all & euery fine Enfeofin^{ts} recouerys Acts things assurances & conveyances in the law whatsoever here after to bee had made leuyed suffered, executed or Prformed of the sayd Premisses, or any part there of, & w^r vnto the sayd James Emery, & Elizabeth his wife or either of them, or thejr or either of thejr heyres, or the heyres of the sayd Joseph Austine, or Anthony Emery shall in any wise bee Partje or Partys, voucher or vouchers shall bee Enure & shall bee Demed Construed reputed Ajudged expounded & taken to bee, & Envre to the onely proper vsse & behoofe of the sayd William flurbush & Daniell florgisson, & of ther heyres & assignes for euer, & to none other vse nor vses Intents or purposes w^{ts}oeuer, & y^e sayd James Emery & Elizabeth his wife, do Couenant to & with the sayd William flurbush & Danjell florgisson thejr heyres & assignes that y^m selues thejr heyres executors Administrators shall & will at all tymes hereafter, vpon the request, & at y^e charges of the sayd William flurbush & Daniell florgisson thejr heyres or assignes shew or cause to bee shewne forth in any Court of Law or equity or other place necessary, all bills of sayle Indentures evidences or writeings w^{ts}oeuer w^{ch} hee or they shall haue in theire hands, or may lawfully come by with out sujte of Law. Concerneing the sayd bargained Premisses or any part there of, for y^e maintenance of thejr estate hereby mentioned, to bee assured vnto them thejr heyres & assignes, & shall & will Prmit & suffer the same to remajne In such Court or place soe long as shall bee necessary in such behalfe, according to y^e true intent & meaneing of these Prsents, all things here in mentioned & contayned to y^e Contrary Notwithstanding/ In witness w^{of} the aforesd James Emery & Elizabeth his wife to these Present Instrument or writeing, or bill of sayle, thejr hands & seals haue put/ Yeoven the

Twenty eight day of february, in the nineteenth yeare of the Reign, of o^r most gracious Sovereigne Ld Charles the second, by the Grace of God of England Scotland France & Ireland King, Defend^r of the faith, Anno : Dom̃ : 1667 :

Signed sealed & Deliverd	James Emery	(his seal)
In y ^e Prsence of us/	The signe of	
Richd Allexand ^r /	Elizabeth	S Emery (her seal)
Thom ^s Abbett/	This Deed was acknowledged by	
Walter Abett/	James Emery to bee his Act & Deed in y ^t Court held at yorke 15 th of Septemb ^r 1668 :	

Richd Walden

Elizabeth Emery acknowledgeth In Court this Instrument to bee her Act & Deed, this 11 : Novemb^r 1673 : as Attests

Edw : Rishworth Re : Cor :

A true Coppy of this Deed of sayle or Instrument aboue written transcribed out of the originall, & thejr with Compared this 24th of Novemb^r 1673 : p Edw : Rishworth

ReCor :

Know all men by these Presents, that I John Symones of Kittery, yeoman & welthen my wife, for and in Consideration of the some of Tenn pounds In Current pay of New England, in hand payd by Thomas Spinney of y^r same place, weaver, w^{ro}f Wee acknowledg our selues fully satisfyd Contented & payd, by these Presents, haue barganed sould aliend assigned set ouer & Confirmed, & doe by these Presents bargane sell aliene set over & Confirme unto the sayd Thomas Spinny his heyres executors administrators or assignes a Tract of vpland & swampe Contayneing about Twenty Acers, bee It more or less, & is part & devission of a greater Tract that was in Coman together with Daniell Paul & Christean Ramacke, & others granted by the Town of Kittery, & is situate liing & being

Symonds
To
Spinney

vpon y^t Neeke of Land the sayd Spinny now Liueh, & is
 adioyning vnto the Land of the sayd Spinny, being bounded
 by the Land of Stephen Edwards, & the Land of the sayd
 Daniell Paul & marked on a birch tree, that parts y^e sd
 Land, & the Land of the sd Edwards, & soe backward as
 It hath been layd out, & agreed vpon by & between the sayd
 Ramacke Danjell Paul & the sd Symmons, vnto the Cricke
 that is on the backe side there of, with all y^e trees woods
 vnderwoods, priuiledges & appurtenances any ways belong-
 ing or appertayning there vnto, to bee to y^e only vse &
 behoofe of the sd Thom^s Spynny his heyres executors or
 assignes for euer to & for noe other vse intent or purpose
 w^tsoeuer with out the let molestation or disturbance of mee
 y^e sd John Symons & Welthen my wife, or heyres execu-
 tors Administrators or assignes, hereby Covenanting &
 promissing to & with the sd Thomas Spinny his heyres, exe-
 cutors, Administrators or Assigns that y^e aboue barganed
 Premisses at the date here of, to bee free & Cleare from all
 former gyfts grants barganes sayles, executions Morgages
 Dowers & Incomberances w^tsoeuer, had made or done by us
 or either of us, or any from by or vnder us, & y^t wee will at
 all tyme & tymes defend the Title of the aboue barganed
 premisses, against all manner of Prson or Prsons w^tsoeuer/
 Herevnto I the sayd John Symones & Welthen my wife,
 bind our selues heyres executors & Administrators, vnto y^e
 sd Thomas Spinny his heyres executors Administrators or
 assignes, & to euery of them In witness where of, haue here
 vnto set our hands, & scales, the Twenty third Day of July,
 one Thousand six hundred sixty & nine, In the 21th yeare of
 y^e Reigne of our Soueraigne Ld Charles by the Grace of
 god, King of England, Scotland, France & Ireland, Defend^r
 of the faith 1669 :


Signed sealed & Deliuerd

In the pesence of us

Elyas Styleman/

Ric : Stileman/

The signe of John ^(his)

Symones 

The sign of ^(her)
 Welthen Symones ^(seale)

BOOK II, FOL. 143, 144.

Portsmouth 23 : July 1669 : John Symōns & Welthen his wife acknowledg this Instrument to bee y^r free Act & Deed & the sd Welthen at the same tyme did freely render vp her thirds & right of Dower before mee Elyas Stylemā :

Commisso^r

A true Coppy of this Instrument transcribed & Compared by the originall this 27th Novebr 73 : p Edw : Rishworth

ReCor :

Know all men by these Prsents that I John Simmones of Pishaq River of Kittery, doe acquit discharge Thomas Spynny from all debts dues & Demands from the begining of the world to this day/ Dated 28 : of June : 70 :

Witnesse the marke of

James Tommass/ 

Stephen Robinson/

John Symōns  his marke

A true Coppy of this Receipt transcribed out of the originall this 27 : Nōber : 73 : p Edw Rishworth ReCor :


[144] Know all men by these Prsents, that I william Graues of Pischataq doe by these Prsents bind my selfe & my assignes in a bond of eight pounds fueteen shillings vnto Richard Whitte or his Assigns/

Graves Bond
To
White

The Consideration of this obligation is such that If the aboue sd William Graues shall pay vnto Rich'd Whitte or his assignes the full & Just some of foure pounds eight shillings, In fish or staues at price current, at or before y^e first of June next Insewing, at Mr John Brays Landing place, w^{ch} is the full ballance of all Accopts from the begining of the World to this day, & If y^e sayd some bee payd, then y^e aboue sd obligation to bee voyd & of none æffect, If not to

stand in full force & pouer to all Intents & purposes, as
witnesses my hand this 2d of Novemb^r 1672 :

Testes John Penwill/
John Twisden/

The marke of
William Graves 

I John Davess doe assigne the Tenour of this bill Assign'd
to mee by or from Richd Whitte vnto Mr Jo: Harvy/ as
witness my hand this 7 : of Noveb^r 1673 :

Testes/ Edw : Rishworth/

A true Coppy of this Instrument transcribed out of the
originall & there with Compared this 28 : Novb^r 73 :

p Edw : Rishworth ReCor :

Bee It known vnto all men by these Presents that I Eliza-
beth Edwards Widdow for & in Consideration of
the some of Twenty eight pounds of Current pay
of New England, In hand before the sealing &
delivery of these Presents, well & truely payd y^e
receipt w^{of}, I the sd Elizabeth Edwards; doth hereby
acknowledg & my selfe to bee fully satisfyd & payd, the
receipt whereof I the sayd Elizabeth Edwards do hereby
acknowledg, & thereof & of every part & Preell there of doe
acquitt & discharge John fflurnald of Portsmouth Cordwinder,
his heyres executors & Administrators & euery of them by
these Presents for ever : Haue given granted barganed & sould
& by these Presents doe giue grant bargane sell alican Infeoffe
convey release deliver & Confirme vnto the sayd John Fur-
nald, his heyres executors Administrators & Assignes for
ever, All that peece or Preell of Land scituate liijng & being
in Kittery, at or neare the boyleing Rocke, togeather with
all houses Edifices, & bujldings, trees woods, & vnderwoods
Comans Easements, profetts Commoditys aduantages, Emol-
um^{ts} heridataments & appurtenances w^{ts}oeuer, to the sayd
peece or Parcell of Land & house, lately in the possession o

Eliza Edwards
To
Furnald

Stephen Edwards my deceased husband, & containeth by æstimation Twelue Acers, bee It more or less, as It was bought by my sayd Husband, of James Johnson as by his Deed beareing Date the seaventh day of Aprill one thousand six hundred sixty foure, & alsoe all the Clayme right Title vse possession reuersion Remajnd^r & demand w^tsoeuer, from mee the sayd Elizabeth Edwards of in or vnto the sayd Preell or peece of Land & houses & euery part & Parcell thereof, with thejr & euery of thejr appurtenances, vnto the sayd John Furnald his heyres, & assignes for euer/ to & for the soole Proper vse & behoofe of the sayd John Furnald, his heyres executors & assignes for euer, & to and for noe other vse intent or purpose w^tsoeuer, & the sayd Elizabeth Edwards for her selfe, heyres executors Administrators & assigns, And for all & euery of them doth Couenant promiss & grant to & with the sayd John Furnald his heyres & assignes, and to & with euery of them by these Prsents that hee the sayd John Furnald his heyres and assignes & euery of them shall & lawfully may from tyme to tyme & at all tymes hereafter quietly & peaceably haue hold vse occupy & Inioy to his & thejr own proper vse & behoofe all & singular the before hereby granted and barganed premisses, & euery part & Preell there of, with the appurtenances freed acquitted & discharged or otherwise, and sufficiently saued & kept harmeless of & from all & all manner of former & other barganes sayles gyfts grants leases Joyntures Dowers & title of Dowers, & from all other titles Troubles Incomberances w^tsoeuer had made suffered to bee done, or hereafter to bee had made Committed to bee done by the sayd Elizabeth Edwards her heyres executors or assignes, or any other Prson or Prsons whatsoeuer lawfully Claymeing from by or vnder her them or any of them (the right & title of the Pattentees onely excepted) And further that the sayd Elizabeth Edwards will deliver vp all writeings concerneing the Premisses fairely written & vncanselled/ In witness whereof the sayd Elizabeth Edwards hath here vnto put her

hand & seale the first day of March one thousand six hundred sixty nine, 1670

Signed sealed & deli-
 ered in psence of us/
 John Partridge/
 Henery Langley/

The signe of Elizabeth ^{(her}
 Edwards  _{seale)}

Portsmouth the first day of March 1670 Elizabeth Edwards
 Widdow acknowledged this Instrument to bee her free Act
 & deede before mee/ Elias Stylemā : Commisio^r

A true Coppy of this Instrument transcribed out of the
 originall & there with Compared this 29 : Novebr 1673 :

p Edw : Rishworth ReCor :

Know all men by these Presents that I Henery Sayword of
 Yorke, in New England Millwright, for & in
 Sayword
 To
 Lynde
 consideration of sundrey valewable somes of
 Money, w^{ch} I justly ow & am truely Indebted
 vnto Symon Lynde of Boston in New England
 M^{ch}ant ; haue & hereby do bargane sell giue grant Assigne
 Enfeoff & Confirme vnto the sayd Symon Lynde his heyres
 Executors Administrators, & Assignes, the full and aequall
 Moeity or halfe part, of all my houseing saw Mill Corne
 Mill, with all and euery of the saw Mill stooness vtellences,
 thing or things there vnto belonging, or appurtenances in
 any kind whatsoeuer/ W^{ch} sayd saw Mills are scituate &
 being at a place called by mee Mousam Mills ; being vpon or
 neare to the River Co^manly called Cape Porpus river, in the
 bounds of Wells, in New England, togeather with the full &
 aequall Moeity or halfe part of all and euery my severall tracts
 of Lands & Meddows, woods, vnderwoods, tymber, Inlet
 outletts, grants of Lands, & Comminages priuiledges for
 Tymber & trees inletts & out letts vpon Rivers benefitts
 accomodations, profetts thing or things, in what kind or

nature soeuer, to y^e same belonging, or appertayning, or thence of profett to bee had, made or raysed, the afore barganed premisses liing and being in and about the Town of Wells & Cheely [145] Liing between Kenebuncke and Cape Porpus River, in New England, part there of being purchased by mee, & part thereof being given and granted to mee, by the Hono^rl Generall Court of the Massachusetts Coloney, and by the Town of Wells aforesayd, as by the severall grants, & ReCords thereof may more Prticularly appeare: The severall flarnes & Tracts of Lands and Meddows I Conditionally bought, of Mr Daniell Epps Senjor of Ipswich, Gentlemⁿ: being already whooly and fully Assigned & made ouer vnto the sayd Symon Lynde and his heyres & assignes, which I doe acknowledg & assent vnto by these Presents/ To haue & to hould all and singular the aforebarganed Premisses, and euery part & Prcell thereof vnto the sayd Symon Lynde his heyres executors Administrators and Assigns to his & thejr soole vse and benefit for euer; And I the sayd Henery Sayword doe hereby for mee my heyres executors, administrators, Covenant promiss & grant to & with the sayd Symon Lynde, that If the sayd Henery Sayword am before then sealeing and delivery hereof, the true & soole owner, of the afore barganed p^rmisses, and haue in my selfe full pouer, & lawfull right to dispose the same, as aforesayd as an Estate in fee symple, & that the same and euery part & Prcell there of, is free from all former or other Barganes sayles gyfts grants titles Dorys Claymes or Incomberances Whatsoeuer/ And shall and Will warrant & Defend the same & euery part & Prcell there of aganst all Prson or Prsons Whatsoeuer, & shall and Will (If required) giue & pass vnto y^e sayd Lynde, or his more full and ample Assurance and Confirmation, as In Law and æquity can bee desired or required: Provided always that If I the sd Henery Sayword or my assigns shall Well & truely pay, vnto the sayd Symon Lynde his executors Administrators or Assigns, the severall somes of money, & Ingagem^{ts} Which I stand obleiged,

and bound to satisfy, & pay him the sayd Symon Lynde, his
executors Administrators or Assignes, With the allowance or
Rent for the same: that then this Present bargane and sayle
shall bee voyd; but If default bee made of all or any of the
sayd payments then this Present bargan & sayle shall stand
& remajne in full force & vertue/ In Witness Whereof I the
sayd Henery Sayword, haue here vnto put my hand & scale
this secund day of Septemb^r Anno: Domⁱ: one thousand six
hundred seaventy & three/

Signed sealed & Delivered/ Henery Sayword (^{his} _{scale})

In the Prsence of us/

Elisha Odlin/ This Deed of Sayle was acknowledged
Sañell Lynde/ by Hene: Sayword, this 3^d of 7th
Nathall Lynde/ M^oenth, 1673: before mee

Symon Willard Assistant:

A true Coppy of this Instrument transcribed out of the
originall & there with Compared this 7th Janva: 73:

p Edw: Rishworth ReCor:

Know all men by these Presents, that I Daniell Epps of
Ipswich In the County Essex Gentleⁿ: haue sett or let, & In
Case sould vnto Henery Sayword of yorke, In
Epps & Sayword the County of Yorkeshire Millwright the three
Farmes w^{ch} I bought of Gouch Austine, Mussie,
vpland & Meddow, on both sides of Cape Porpus River
(commonly soe called) w^{ch} is in y^e Town shipe of Wells, in
the County of yorke shyre, as alsoe such a part of my pur-
chase that I bought of John & Robert Wadleigh, of Wells,
& lieth between the aforesayd Cape Porpus River, & Kene-
bunke River/ Now It is set or lett, & In Case sould vpon
the Conditions following, vidz^t: And the sayd Sayward is to
pay the three next Insewing yeares, the first payment to bee
in y^e yeare 1671: by the last of May eight thousand of
M^ochan^lble boards to bee Deliuered at such a Wharffe In

Boston, as I shall appoynt, & see for the next two yeares the like Number of boards by the yeare w^{ch} is for rent of the Land/ And then If y^e aforesayd Sayword shall pay or Cause to bee payd one hundred pound Sterling at Boston In M^echantble boards at fiety shillings p thousand/ Then the sayd Sayword is to haue one third part of the aforesd 8000 of boards to bee Deducted out of the rent ; And In Case the next yeare following, hee shall pay one hundred pounds Sterlg : more at Boston In M^echantble boards, at fiety shillings p thousand then is another 3d part of the Rent being 8000 to bee alsoe taken off, & If the sixth yeare, w^{ch} will bee the yeare 1676 : by the last of May, the sayd Sayword shall pay one hundred pounds Sterling more In M^echantable boards at Boston at fiety shillings p thousand, then the aforesayd Prcells of Lands, to bee the sayd Saywords his heyres executors administrators & assigns, for him & them to haue & to hould peaceably, & quietly to Inioy, with all the rights, titles, priuiledges according as they are expressed, by the severall Deeds made by the sundry Prsons before mentioned, vnto mee Daniell Epps : And In Case of Non payment of the Rents or principall or both : then the sayd Lands shall bee returned to y^e sd Daniell Epps, his heyres executors & assigns ; And the sayd Sayword shall pay vnto y^e sd Epps or his Assignes, double the some of the Rents, due the whoole six yeares, In w^{ch} tyme Itt shall bee free to him the sayd Sayword, either to make the purchase, or to pay Annall Rents, all any or either of which Rents or some are to bee payd at any wharffe in Boston, where the sayd Epps his Assigns shall appoynt : And for the true Prformance of the aforesd Covenant & bargan, Wee the Aforesayd Danjell Epps, & Henery Sayword doe bind our selues, or

heyres executors Administrators & Assigns/ W^rvnto Wee
haue set our hands & seals, the Twelth of July 1670 :

Subscribed sealed Henery Sayword (^{his}_{seal})

& Deliuered, in the Prsence Daniell Epps (^{his}_{seale})

of us/ John Hale/ Daniell

Epps Jujo^r/ .

A true Coppy of this Instrument
transcribed out of the originall,
this 7th Janv : 1673 :

p Edw : Rishworth ReCor :

[146] I Daniell Epps of Ipswitch In New England,
gentle : for & in Consideration of Two hundred & forty
pounds, sterlg : to mee in hand payd, by Mr Symond Lynde
of Boston M^rchant the receipt w^of I doe hereby acknowl-
edg, & there of, & of euery part thereof, I do clearly acquit
& discharge, the sayd Symond Lynde his heyres, executors
& Administrators, haue barganed & sould alien-
ated assignd & Confirmed, & doe hereby giue
grant bargane sell assigne Enfeofe & Confirme
vnto y^e sayd Symond Lynde his heyres executors Aministrators
for euer, all my right title Clayme Interest or demand
Whatsoeuer, in or vnto the with in mentioned Couenants &
payments to bee made & Prformed by Henery Sayword or
his Assignes, or In y^e default there of or any part there of,
the three farmes or Tract of Land, mentioned in this with in
written deed or Covenant, to haue & to hould the within
mentioned payments or in default there of, the three farmes
& Tract of Land with in expressed, with all y^e rights priui-
ledges appurtenances benefits & profetts there of, made or to
bee made vnto him, the sd Symond Lynde his heyres, exe-
cutors, Administrators, or Assignes, & to his & there proper
vse, benefit & behoofe for euer ; And I the sayd Daniell

Epps
To Lynde

Epps for mee my heyres executors & Administrators, doe here by Covenant, promiss, & grant, to & with the sayd Symond Lynde, his executors Administrators & Assignes, that y^r sayd Daniell Epps am the soole & proper owner of the Premisses, before y^r Insealeing & Delivery here of, & haue in my selfe full pouer & right to bargane & sell the same: & that the with in mentioned estate, & euery parcell thereof is free & Cleare from all former or other barganes sayles, gyfts, Grants, dowrys, titles, or Incomberances wisoener: & shall & will warrant & Defend the same, & euery part & Preell there of against all Prson, or Prsons whatsoeuer, any ways lawfully Claymeing, demanding or recouering the same, by vertue or right of any of our Laws now in being, & that I & my wife Elizabeth Epps, shall & will giue & passe more full & ample Assurance, & Confirmation of the Premisses, vnto y^r sayd Lynde or his Assignes, vpon his or thejr desire, as Law or equity may require, & shall deliver all the Deeds, & euidences of or touching the Premisses vnto the sayd Symond Lynde or his Assignes/ In witness where of, I haue put my hand & scale this fourteenth day of Decemb^r one thousand six hundred & seauenty/

Signed sealed & Deliuerd

Daniell Epps (^{his}_{seale})

In the Prsence of us/

John Andrus his marke

JA

Samuell Lynde/

Nathãl Soule/

Mr Daniell Epps appeared 15th of Decemb^r 1670 : & acknowledged the aboue written to bee his Act & Deed before mee/ Edw : Tyng Assisť :

A true Coppy of this Instrument transcribed out of the originall, & y^rwith Compared this 15 : Janvary : 1673 :

p Edw : Rishworth ReCor :

The Deposition of John Batsone & William Renalds/ febru :
13 : 1666/

These Deponents being at Boston in the fall of
Batson & Renalds the yeare 1665 : Mr Peter Oliver asked John
Deposition for Oliver or Batsone what was the matter that Thomas Bryan
Bryan & his Partners Could not Inioy that Land &
houses that the sayd Mr Oliver bought of the sd John Bat-
sone, with out soe much Complayneing, for they had bought
the same purchase of him, & honestly payd him for it/ y^e
sayd Batsone replyed, that hee heard y^m find fault with
nothing but the fish house & Stage, for It was downe/ Taken
vpon oath this 13 : day of febru : 1666 : before mee ffrā :
Hooke Jus : pe :

A true Coppy of these Depositions transcribed out of the
originall & y^rwith Compared this 12 : febru : 1673 : p Edw :
Rishworth ReCor :

Know all men by these Presents that I John Barret of
Wells, In the County of Yorke In New England, In Consid-
ation of the sūme of fūeteen pounds, to mee In hand payd
by ffrā : Littlefejlđ Junjor, of the sayd Town, before the
Insealeing & delivery hereof, the receipt w^of, I doe acknowl-
edg my selfe there with to bee fully Contented & satisfyd,
haue hereby & doe sell give grant Assigne En-
Barret feoff & Confirme vnto the sayd Fran : Littlefejlđ,
To his heyres, executors, administrators & Assigns,
Littlefield a Certen Tract of sault Marsh, or Meddow Land,
Contayneing the full quantity of three Acers, liſng & being
with in my owne Meddow at the Necke of Land, on the
North East side of Mr Sañell Whelewrights Farme, Next
Adioyneing vnto two Acers of the sayd Meddow, which lyeth
between the sayd three Acers of Meddow, & Webhannet
River, to runne the whoole breadth of my Marsh aforesd,
the full breadth from one side there of vnto the other : To

haue & to hould the sayd Tract of Meddow, as thus bounded, with all the profetts priuiledges Immunitys & appurtenances whatsoeuer there vnto belonging, with euery part & Preell there of as aboue expressed, vnto the sayd Fran : Littlefejlđ Junio^r his heyres executors Administrators & Assignes, for his & y^r proper vse & benefit for euer : And I the sayd John Barret doe couenant & promiss to & with Fran : Littlefejlđ, that y^r I sd Barret haue full & lawfull right & pouer to dispose of the Marsh aforesd, & that y^r same & euery part y^of is free from all former & other Grants, bargans, Clayms, Gyfts, Titles, or Incomberances w^osoeuer, & shall warrant & defend the same, & euery parcell & part there of, against all Prson & Prsons whatsoeuer/ In witness w^oof, vnto all & euery of the Premisses aboue written, I haue herevnto set my hand & seale this 28th day of Febru : 1673 :

Signed sealed & Delivered

John Barret (^{his}_{seale})

In the Prsence of

John Manning/

John Eaton/

John Barret & Elizabeth Barret his wife do acknowledg this Instrument aboue written to bee y^r Act & deed this 4th day of March 1673 : before mee Edw : Rishworth Assofe

A true Coppy of this Instrument aboue written transcribed out of y^r originall & there with Compared this 7th day of March 1673 : p Edw : Rishworth ReCor :

Know all men by these Presents that I John Barret of Wells In the County of Yorke In New England, In Consideration of the some of seaven pounds to mee in hand payd by Fran : Littlefejlđ Junio^r of the sayd Town, before the Insealeing & delivery hereof, the receipt w^oof I doe acknowledge, my selfe therewith to bee fully Contented & satisfyd, haue hereby & doe sell giue grant assigne Enfeoff, & Confirme, vnto the sayd Fran :

D^{to}
To
D^{to}

Littlefeild his heyres executors Administrators, & assignes, a Certen Tract of sault Marsh, or Meddow Land, Contayneing the quantity of three Acers lijug at or neare vnto y^r River Ogunquet, bounded on the North East side there of with the Marsh of Francis Backus & on the Westermost side lijug next Adioyning vnto a Preell of Marsh of ould Goody Littlefeilds, with all the profetts priuiledges, ianunitys & appurtenances, there vnto belonging, with euery part & Preell there of as aboue expressd, vnto the sayd Fran: Littlefeild Junjor, his heyres executors Administrators & assignes for euer, for his & there proper vse & benefit/ And I the sayd John Barret doe Couenant & promiss to & with Fran: Littlefeild, that I the sayd Barret haue full & lawfull right, & pouer to dispose of the Marsh aforesayd & that the same & euery part thereof is free from all former & other grants barganes sayles gyfts titiles or Incomberances whatsoeuer, & shall warrant & defend the same, [147] & euery part thereof, against all Prson & Prsons whatsoeuer/ In witness w^of, vnto all & euery of the Premisses aboue written, I haue here vnto set my hand & scale this 28th day of Febru: 1673:

Signed sealed & delivered

John Barret (^{his}seale)

In the Prsence of
John Manning/
John Eaton/

John Barret & Elizabeth his Wife,
doe acknowledg this Instrument
aboue written to bee there Act
& Deed, this 4th day of March
1673: before mee Edw: Rish-
worth Assoſe/

vera Copia of this Instrument aboue written transcribed
out of the originall & y^rwith Compared this 7th day of March
1673: p Edw: Rishworth ReCor:

Know all men by these Prsents, that I Peter Weare Senjor,
of Cape Nuddacke in y^r Townshipe of Yorke, In New Eng-
land, in the County of Yorke, for & in Consideration of the


some of Twenty pounds, to mee In hand payd by James Jackson, resident & Inhabitant of the sayd place, before the Ensealeing & delivery hereof, the receipt w^{of} I doe acknowl-
edg my selfe there with to bee fully Contented, & satisfyd,
haue hereby sould & doe sell, giue grant assigne Enfeoff &

<p>Weare To Jackson</p>	<p>Confirme vnto the sayd James Jackson his heyres executors Administrators & Assignes, a Certen Tract of fresh Meddow or Meddow Land lijng & being on the South East side of that fresh Meddow being on the North West side of Wells path, Commanly Called by the name of Cape Nuddocke Marsh, Contayneing the quantity of eight Acers bee It more or less, being the halfe Coue of Marsh, bounded from a Whitte burch marked, lijng between Wells path & the lower end of Jeremiah Sheeres his Marsh, & from thence to a bound stake in the Mossy Marsh, & from thence directly vnto y^e secund Ysland, & soe to a small burch standing vpon the vpland on the West side of Wells path, alsoe includeing Certen Coues of Marsh lijng on the Southermost side of y^e sd Ysland, as alsoe a small Tract of swampe lijng between Wells path & the sd Meddow, Contayneing two or three Acers being more or less; To haue & to hould the sayd Tracts of Meddow as aboue bounded, with all the profetts priuiledges immunitys, & appurtenances w^{ts}oeuer, is therevnto belonging or in any wise app^rtayneing, with every part & Prcell there of as aboue expressed, vnto the sayd James Jackson his heyres, execu- tors, Administrators, & assignes for euer, for his & there proper vse & benefit for euer; And further I the sayd Peter Weare Senjor, doe Covenant, & promiss, that by vertue of Twenty years possession, & of a Legall grant Given mee by the Town of Yorke, haue full & Lawfull right & pouer to dispose of the Marsh aforesd, & that y^e same is free, & euery part there of Cleare from all former Grants, Gyfts, titles, Clames, or Incomberances, made by my selfe, or any of mine/ And shall & doe stand hereby Ingag'd to warrant, & defend, the same, & euery part & Prcell there of, against all</p>
---------------------------------	---

Prson or Prsons Whatsoever, intending or Pretending any Clayme, right, or Title there vnto from my selfe, or any of mine, from, by, or vnder mee/ prouided always that y^e sayd Jackson shall bee lyable to pay such acknowledgmts & Cheefe Rents to y^e proprietor as my selfe & other Prsons shall doe, wⁿ they are Legally demanded/ In witness w^rof, vnto all & euery of the premisses with in written, I haue here vnto afixed my hand & seale this eleventh day of March one thousand six hundred seaventy three or seaventy foure/ 167 $\frac{3}{4}$ Peter Weare Senjo^r (^{his} _{seale})

Signed sealed & delivered

In the Prsence of/

James Grant his marke 

Andrew Everest/ James Jackson being in possession of the sd Tract of Meddow, y^e last yeare by cutting the same, I do own it as a Legall possession by mee Peter Weare given to him

Mr Peter Weare owneth this Instrument aboue written to bee his free Act & deed this 11th of March 167 $\frac{3}{4}$ before mee

Edw : Rishworth Assofe :

Mary the wife of Peter Weare Senjo^r, doth owne this Instrument made by her husband to James Jackson to bee her free Act & Deede before mee this 26 : of Aprill : 74 :

Edw : Rishworth Assofe

A true Coppy of this Instrument transcribed out of the originall, & there with Compared this 12th : day of March 167 $\frac{3}{4}$ p Edw : Rishworth ReCor :

To all Christean people, to whom this Prsent writeing shall Come/ Thomas Firnald of Kittery in the County of Yorke shippwright, & temperance his wife sendeth Greeteing/ Know yee that I Thomas firnald & temperance my wife, for & in Consideration of the naturall affection loue & good

Will w^{ch} Wee doe beare vnto o^r beloued brother William Firnald of the same Kittery shippwright, as alsoe for the fullfilling of the last Will of o^r Dere father Renald Firnild deceased, & other good Reasons y^rvnto Moueing by these Prsents haue given granted aliend Assignd Enfeoffed Con-
 vayed released delivered & Confirmed, & doe by these
 Prsents giue grant aliene Assigne Enfeoffe, Con-
 vay release deliver & Confirme, vnto the sayd
 Fernald
 To
 Fernald
 William Firnald, his heyres executors Adminis-
 trators & assignes, All that Ysland lijng & being
 in the Townshipe of Kittery aforesayd, near Adioyneing
 vnto the Ysland the sayd Thomas firnald & temperance now
 Liueth on, being parted by a water that Runneth from the
 Mayne River of Pischataq, into a branch of the same,
 betwixt y^e sayd Ysland & the Mayne, Called Crooked
 Layne, or being soe Called It selfe w^{ch} sayd Ysland, is
 Co^manly Called or knowne by the name of Lay Clayme, or
 by w^t other name or names Whatsoeuer, together with all
 trees Woods vnderwoods, Co^mones Easements profetts Com-
 moditys Emoluments & Advantages, to the same belonging
 appendent, or apprtayneing to the sayd Ysland: To haue &
 to hould vnto the sayd William Furnald, his heyres execu-
 tors Administrators & Assignes for ever, the before hereby
 given, & granted Premisses, with the app^tenances & euery
 part & Preell thereof, to bee to the onely vse & behoofe of
 the sayd William Furnald, his heyres & executors, & euery
 of them to vse haue occupy, & Inioy without the lett hinder-
 ance Molestation or disturbance of us the sayd Thomas Fir-
 nald, & temperance our heyres, executors Administrators or
 Assignes or either of us, or them, free & Clere, & freely &
 Clerely acquitted, & exonerated, from all former & other
 Gyfts Grants Morgages sayles Joynters Dowers or Title of
 Dowers of Temperance now wife of the sayd Thomas Firnald
 Charges Troubles, & Incomberances Whatsoeuer, had made
 Committed suffered, or done by the sayd Thomas & temper-
 ance, thejr heyres or Assigns or any of them, & the sayd

Thomas & Temperance his Wife, the sayd Premisses before
 hereby given, & granted, & every part & Procell thereof with
 the appurtenances against them the sayd Thomas Fernald, &
 temperance his wife & y^r heyres, executors Administrators &
 Assignes, against all & every of them Clayming any Estate
 right Title or Interest of in to or out of the Premisses, or any
 part or Parcell thereof, shall & will warrant & defend for ever
 by these Presents, the sayd William Fernald his heyres ex-
 cutors Administrators or Assignes paying or Cause to be
 paid his proportion of the Rent to the Land proprietor If
 demanded, and save and keepe harmless, the sayd Thomas
 Fernald his [148] heyres & executors for ever. And here
 vnte the abovesayd Thomas Fernald & Temperance his Wife
 doe bind them selves, theire heyres executors & Administra-
 tors, vnte the sayd William Fernald his heyres and Assignes /
 In Witness Whereof, have to these Presents, put to theire
 hands & seals the Ninth day of Septemb^r One thousand six
 hundred seaventy one. 1671 :

Signed sealed & Delivered Thomas Fernald (the)
 In y^r Presence of us Temperance Fernald (the)

The same *H* of Geo :

Harris

Elyas Styleman

The 9th of Septemb^r 1671 : Thomas
 Fernald & temperance his wife,
 acknowledged this Instrument to
 bee theire free Act & Deed be-
 fore mee Elyas Stylemā :

Comiss^r

vera Copia of this Instrument above written, transcribed
 out of the originall & there with Compared this 21st day of
 March 1674 p Edw : Rishworth ReCor :

Know all men by these Presents, that I Richd Burgess of
 Yorke, In Consideration of the sume of fourty shillings, by
 mee Received of Edw : Start of the sayd Town fisherman

Know all men by these Presents, that I John Bates of Wells, in the County of Yorke in New England, for diverse good Considerations, wth I doe acknowledg my selfe to bee fully Contented & satisfyd, by Mr Natha^l Fryer of Portsmouth in the River of Pischataqua, before the Insealeing & delivery here of, do hereby giue grant bargan Assign & Confirme from mee my heyres executors administrators & assigns vnto the sd Nath^l Fryer his heyres executors administrators & assigns, a Certen Tract of vpland Contayneing the quantity of about one hundred & twenty or thyrty Acers more or less, lieng & being in the sayd Town of Wells, fronting against the Land of Mr Sañnell Wheelewright, bounded on East side by the Land of John Trott, & on the Westernmost side by the Land of William Hammonds, with a small house or Tenement vpon it, with all the profetts priuiledges Immunitys & appurtenances w^{ts}oeuer there vnto belonging, with euery part & Parcell there of as aboue expressed, vnto the sayd Nath^l Fryer his heyres executors Administrators & assigns for ever, & for his & there proper vse & benefit; And I the sayd John Bates doe Covenant & promiss to & with Nath^l Fryer, that I the sd Bates haue full & lawfull right, & pouer to dispose of the Land aboue sayd, & that the same & euery part y^rof is free from all former & other grants, bargans Clayms Gyfts titles or Incomberances what-soeuer/ & shall warrant & Defend the same, & every part there of against all Prson or Prsons w^{ts}oeuer/ In witness to euery of the Premisses aboue written, I haue herevnto set my hand & seale this first day of Aprill 1674 :

Signed sealed & deliverd

John Bates (^{his}seale)

In the Prsence of/

John Bates owneth this Instrument

George Broughton

to bee his free Act & Deed, 1 :

Jonathan Hammonds/

Aprill : 74 : before mee

Edw : Rishworth Assofe

A true Coppy of this Instrument transcribed, out of the originall, & there with compared this 7th Aprill : 74 :

p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Henery Sayword of Yorke, In the County of yorke Millwright, for diverse good Considerations there vnto mee moueing, doe give grant aliene & Confirme, vnto Mr Nathall Fryer of y^e Great Ysland, in the River of Pischataq M^rchant and
 Sayword hereby haue given granted aliend & Confirmed
 To from mee my heyres executors Administrators &
 Fryer Assignes vnto the sd Naill Fryer his heyres executors Administrators & assignes for ever, for his own proper vse & behoofe, a Certen Tract or Preell of vpland & swampe Contayneing three hundred & seaventy Acers, in the whoole, being 350 Acers of vpland & about 20 Acers of Grasy swampe, lieng & being on the South west side of yorke River (adjoyneing to that Tract of Land which was formerly Thom^s Beesons on the Southermost side y^rof, & now y^e sayd Land is in the possession of Edw: Rishworth) according to a grant made to the sd Henery Sayword by the Town of yorke, beareing date the second day of March one thousand six hundred sixty fve: To haue & to hould the aforesayd Tract of Land according to y^e Conditions by Henery Sayword made with the sayd Town, with all the profets priuiledges immunitys & appurtenances Whatsoeuer, belonging or any wise app^rtayneing y^rvnto: to y^e sayd Naill Fryer his heyres executors administrators & assignes from mee my heyres executors Administrators & Assigns for ever; And doe further Covenant & promiss that y^e sd Land is free, & Cleare from all Troubles, Titles, Clam^s & Incomberances whatsoeuer/ And to defend the right & Title thereof, from all Prsons whatsoeuer, by, from, or vnder mee, vnto the sayd Naill Fryer his heyres & Assiⁿ for ever/

The Condition of this Deede of Sayle grant or Morgage is such, that If the sayd Henery Sayword shall pay or Cause to bee payd, deliver or Cause to bee delivered, Twenty eight thousand foote of good M^rchtable pine boards, at some Conuenient Landing place at Newgewanacke, at or before the Twentieth day of June next Insewing, then this deede of

sayle grant or Morgage is to bee of noe affect, nor [149]
stand of any valew/ If not Prformed, then to bee & remajne,
& stand in full force efficacy & pouer as all other Deeds
doe, vnto all Intents & purposes whatsoeuer/ as witness my
hand & seale this 17th day of Aprill 1674 :


Signed sealed & Delivered/ Hene : Sayword (^{his}_{seale})
In the Prsence of/ Henery Sayword doth acknowledg
Edw : Rishworth this Instrument to bee his Act
Susanna Rishworth/ & deede this 17th day of March
1674 before Edw : Rishworth
Assofe/

A true Coppy of this Instrument transcribed out of y^e
originall this 17th day of Aprill 1674 : p Edw : Rishworth

ReCor :

These psents witnesseth, that I Henery Watts of Blacke
Poynt alias Scarbrough, in the village Wee Call Cockell, doe
give & grant bargane & sell vnto Ralph Allison of y^e same,
place the one halfe of the Plantation w^r now the sayd Watts
doth liue, with halfe of the Mill being mantayned at æquall
Costs, & If the sd Watts & the sd Allison should part then
the sayd Watts doth reserue to him selfe, the
Land that was formerly in Tillage, & when Watts
shall dy, the sayd Allison is to haue the whoole
plantation to him & his heyres for ever/ In wit-
ness here vnto I the sayd Watts haue here vnto set my hand
& seale this tenth day of Aprill Anno Domⁱ: 1673 :

Signed sealed & delivered p mee Hene : Watts/ (^{his}_{seale})

In the Prsence of/
Ann Dixon her marke  Henery Watts doth acknowl-
Mathew Allanson/ edg this Instrument to bee
his Act & Deed this 3 : of
Aprill : 1674 : before mee
Edw : Rishworth Assofe

A true Coppy of this Instrument transcribed out of y^e
 originall & there with Compared this 18 : of Aprill 1674 :

p Edw : Rishworth ReCor :

Know all men by these Presents, that I Fran : Littlefejl
 of Wells Junior in New England, In Consideration of a
 valewable sume of fiueteen pounds to mee in hand payd
 before the Insealeing & delivery hereof, the receipt, w^{ro}f, I
 doe acknowledg my selfe there with to bee fully contented
 & satisfyd, by my brother in law Peter Cloyse liueing & res-
 ident in the same Town, haue & hereby doe sell
 giue grant Assign Enfeoff & Confirme vnto y^e sd
 Peter Cloyse his heyres executors Administrators
 & Assignes, a Certen Tract & Prcell of vpland

Littlefield
 To
 Cloyse

lijng & being on the westermost side of that River Called by
 the name of Webhannet River, at the Falls w^{ro}on the sayd
 Fran : Littlefejl hath bujlt a Saw Mill neare vnto his dwell-
 ing house, w^{ch} formerly was the Interest of his father
 Edmund Littlefejl deceased, the full breadth of vpland
 Contayning thyrty foure pools & an halfe, from a Marked
 Red oake Tree at & neare vnto a bridge next vnto a Lott of
 Fran : Littlefelds Senio^r, on the Eastermost side thereof,
 and from thence a Twart the sayd Land, w^{ro}on now Peter
 Cloyse liueth, & hath bujlt an house, vnto the bounds of
 that Land formerly Edm^d Littlefejlds deceased ; & now in
 the possession of the aforesd Fran : Littlefejl Juio^r, goeing
 down Towards the sea, South Eastwardly, to the fence a
 small distance below the high way, & soe to runne backe
 into the Woods soe fare in distance & length vpon the same
 Lyne as the Lotts of y^e Town doe extend (excepting the
 Hill on the Southerly side of the River, to runne against w^r
 the Mill standeth, reserving one poole & an halfe vpwads
 for an high way for his owne proper vsse/ In w^{ch} bounds
 that small Prcell of March lying on the West side of Web-

hannet River is Included, & a Convenjent high way for Town & Countrey, Reserved towards Newgewanacke/

To haue & to hould the sd Tract of Land as thus bounded, with all the profetts priuiledges Imunitys & appurtenances w^tsoeuer, there vnto belonging, with euery part & Preell thereof as aboue expressd, vnto the sayd Peter Cloyse his heyres executors administrators & assignes for his & there soole proper vss & benefit for euer: And I the sayd Fran: Littlefejd doe Covenant & promiss to & with Peter Cloyce that hee the sayd Francis hath full & Lawfull right & pouer to dispose of y^e Lands aforesayd, & that y^e same & euery part there of, is free from all former & other Bargans sayls gyfts Claimes titles or Incomberances w^tsoeuer, & shall warrant & defend the same, & every Preell & part thereof against all Prson or Prsons whatsoever/ In witness w^rof, vnto all & every of the Premisses aboue written, I haue here vnto afixed my hand & seale this sixth day of Febru: 1673: Anno Dom: 1673:

Signed sealed & Delivered/	ffran: Littlefejd (^{his} _{seal})
In the Prsence of/	ffran: Littlefejd Junjo ^r acknowl-
Edw: Rishworth/	edged this Deede, & delivered
Roger Playstead/	it as his Act this 2und of Aprill
	1674 before mee

Richard Walden Commissio^r

Meribah Littlefejd, the wife of Fran: Littlefejd Junjo^r, owned this Instrum^t to bee her free Act & Deede this 6: of Aprill: 74: before mee Edw: Rishworth Assotiate/

A true Coppy of this Instrument transcribed out of the originall, & there with Compared, this 18th day of Aprill: 1674: p


Bee It known vnto all men by these Prsents, that I william Oliver of Smuttinoss Ysland, of the Ysles of shoals, for and

Oliver
To
Goodhue

in Consideration of seaventy eight pounds, to mee In hand payd by Deacon William Goodhew of Ipswich, In the County of Essex, the receipt whereof & of euery part thereof, I doe acknowledge & therewith fully satisfyd, contented and payd, Haue given granted barganed sould Enfeoffed aliend made ouer, and Confirmed, And by these Prsents doe fully Clearly, & absolutely giue grant, bargan sell Infeofe aliene and fully make ouer and Confirme all that my house & land, broake vp and vnbroake vp, Contayneing fuetty Acers bee It more or lesse, with all & singular the appurtenances, and priuiledges there vnto belonging, being the Moety, & one halfe of a Preell of Land, granted by the Town of Kittery vnto Charles Frost, situate lijng & being within the Town or Lymits of the sayd Kittery bounded the whoole hundred Acers by the Lands of William Furbush towards the West, & the Lands of James Heard towards the East, haueing a little Cricke on the North, and the River on the South: To haue and to hould, & quietly and peaceably to Inioy, all the sayd Houseing & Land, and Premisses vnto him the sayd Goodhue, his heyres and Assigns for ever; And the sayd Willia^t: Oliver for him selfe, his heyres executors & Administrators, doth Covenant promiss and grant, [150] to & with the sayd William Goodhue his heyres & assignes to warrant the sayle of the Premisses to bee firme, & good and free and freely discharged of & from all former sayles, Morgages, Dowers, or other Intanglements w^tsoeuer, and at the tyme of the sayle hereof, that hee is the true owner & possessor of the barganed premises, and hath full pouer, good right, and lawfull authority, to alienate passe ouer and make sayle of them, & that the sayd William Goodheu his heyres & assignes shall & may for ever hereafter haue and Improue all the sayd barganed Premisses, to his & there owne proper vse, behoofe & benefit foreuer, with out any let hinderance or denyall, of mee the sayd William Oliver mine heyres and assignes, or any other Prson or Prsons Whatsoeuer, pro-

BOOK II, FOL. 150.

vided always that If the sayd William Oliver his heyres ex-
ecutors or Assignes, shall pay or Cause to bee payd vnto y^e
sd William Goodhiue, his heyres and Assignes the full some
of seaventy eight pounds, as followeth vidz^t nineteene pounds
tenn shillings a yeare, for foure yeares next Comeing, after
the date here of In M^cchantble Cod fish, at Current price, &
what wants of M^cchantble, to bee payd In M^cchadle refuge
fish, at nine shillings p Kynt^h vntill the some of the sayd
seaventy eight pounds bee fully payd, the first payment to
bee payd In June next: That then this bargane & sayle to
bee voyd, & of none affect, otherwise to stand remajne &
abide In full force strength & vertue/ In witness Whereof I
the sayd William Oliver haue herevnto put my hand & seale,
this 17th day of March Anno Domⁱ: 1673 :

Signed sealed & Delivered/ The Marke of William
In the Prsence of/ Oliver/  (^{his}seale)
Robert Lord/ William Oliuer acknowledged this
Joseph Lord/ writeing to bee his Act & Deede
this 27th of March 167 $\frac{3}{4}$ before
mee Daniell Denison/

A true Coppel of this Instrument above written transcribed
out of y^e Originall this 2und day of May 1674

p Edw : Rishworth ReCor :

October first : 1663 :


Know all men by these Prsents, that I Anthony Emery of
Kittery, for & in Consideration of my loue &
Emery
To
Emery
natural affection to my sun James Emery, haue
given, & doe hereby give vnto my sayd sun
James a peece of Marsh or Meddow lijng &
being neare a pond Called by the Name of Yorke Pond,
with Twenty Acers of vpland Joyneing to the North side of
the sayd Meddow, to him my sayd sunn James Emery & his
heyres for ever, & I the sayd Anthony doe acknowledg, that

haue given my sun James full possession of the sayd Land/
In witness here of I haue set two my hand/

Witnesse here of/

Anthony Emery his

John Emery Senjo^r

marke/ 

John Emery Junjo^r/

A true Cobby of this Instrument or writeing transcribed
out of the originall, & therewith Compared this 5th day of
May, Anno : Domⁱ : 1674 : p Edw : Rishworth ReCor :

Bee It known unto all men by these Presents, that I
Anthony Emery of Portsmouth vpon Road Ysland, doe
acknowledg y^t I doe hereby fully release, & acquit my sun
James Emery of Kittery from the bond of a Preell of Land,
w^h was formerly my Land, sould by mee to my sayd sun
James, & made ouer to mee for my security, as appeareth
by a bond extant in my hand ; I doe hereby giue

Emery
To
Emery

my sayd sun James Emery full lyberty to dis-
pose of the sayd Land, & doe hereby release the
sayd Land from y^e sd Morgage : The sayd Land


is a Preell of Land at Could Harbour in Kittery w^h was my
situation whereon my house stood, & I doe hereby acknowl-
edge that I haue Received of Abra : Conley in the behalfe of
my sun James, for the sayd Land, the full & Just some of
Thyrty & fiue pounds, sterling/ In witness hereof I the
abouesayd Anthony Emery haue set two my hand, this
Twenty fourth of Septembr one thousand six hundred seav-
enty three/

The marke of Anthony

Witness here of/

Emery/ 

The marke of Edw :

Hays/ 

The marke of

Stephen Jenkines/



A true Cobby of this Instrument or
Receipt transcribed out of the
originall & there with Compared
this 5th day of May 1674 :

p Edw : Rishworth Re Cor :

From Patoxon in Mary Land Aprill : 28 : 1673 :

Loueing brother Charles/

My kind loue to you & your wife & little ones trusting in Almighty these Lynes will find you in health, as I my selfe am at Prsent, & haue been euer since my departure from you thanks bee to god for his Prserueing mercy therein ; I haue sent you foure letters before thi . & could not as yet vnderstand whither you haue received any one of them/ I doe wonder at it/ I was doubtfull you had been all dead, or your Rivers frozen vp, that you Could not come . . put a letter on board, wth soe many oportunitys haue Prsented, or y^t you had forgotten m . I haue sent you by Christopher Addams, two Rowls of Toba[~]: Weighing about sixty pounds/ W^{ch} If come to your hands, I pray you dispose of for money/ I did send you some by Mr Be . ter, & thought to haue sent more, but haue otherwise ordered It/ Wee are ready to sayle & haue been Laden this 10 : days, but our M^echant hath not finished his bussiness ; Wee are Informed of some dutch Privaters y^t are vpon this Cost ; I wish they may not Cause us to goe to some port Contrary to our orders/ I pray you Prsent my sceruice to Mr Vaughan, & my loue to all my relations as well in Boston as with you, soe hoping to see you in due tyme I Committ you to y^e protection of god, & remajne your Loueing brother till death/

I doe request you in case of Nicholas ffrost

Nic^o Frost
To

Frosts & Leigh-
tons Children

Mortality, that I neuer re-
turne home, that all that
you haue in your hands, as

Well Lands as other estate, bee deuided
æqually between y^or children & brother
Leightons, when of age, w^{ch} is desired
by your bro^r N : ff :

A true Coppy of this letter transcribed out of the originall
& there with Compared this 16 : day of May : 1674 :

p Edw : Rishworth Re : Cor :

Know all men by these Presents, that I Nathⁿ Fryer of
 Portsmouth Merchant In Consideration of Twenty
 foure pounds in hand payd by Humfrey Scammon, the receipt I acknowledg, & am fully satisfied Contented & payd, haue barganed & sould,
 & doe by these Presents bargane sell aliene Assigne set ouer
 & Confirme, vnto the sayd Humfrey Scammon his heys &
 Assigns a Certen Tract of vpland contayneing about one
 hundred & Twenty or Thyrtie Acers bee It more or less,
 with a small house or Tenement vpon It scituate lieng &
 being in the Town of Wells, fronting against the Land of
 Mr Samuell Whelewright, bounded on the East side by y^e
 Land of John Trott, & on the Westernmost side by y^e Land
 of William Hamonds, togeather with [151] all y^e profitts
 priuiledges & appurtenances there vnto belonging, or any
 wise app^rtayneing To haue & to hould the aboue sd hereby
 barganed Premisses, with the appurtenances, to him the
 sayd Humfrey Scammon, his heys executors administrators
 or assigns for euer/ Which sayd Premisses was lately in the
 Tenour & Occupation of John Bates/ & the sd Nathⁿ Fryer
 doth hereby Covenant & promiss to & with the sd Humfrey
 Scammon that hee hath good Right to dispose of the sd hereby
 barganed Premisses, & that y^e same is free & Cleare from all
 former gyfts grants barganes, sayls Titles & Incomberances
 w^tsoeuer, had made or done, by him the sd Nathⁿ Fryer his
 heyres or Assignes or any other pson or Prsons through his
 procurement; & the sd Nathⁿ Fryer for him selfe his heyres,
 executors & Administrators doe hereby Covenant & promiss
 to & with y^e sayd Humfrey Scammon, his heyres executors
 Administrators & assignes, the before hereby barganed Premisses,
 against all Prson or Prsons, Laieng Lawfull Claime
 from by or vpd^r him the sd Fryer his heyres executors
 Administrators or assignes, or any of them, will Warrant or
 defend/ In witness w^rof the sd Nathⁿ Fryer hath to these

psents set his hand & scale the seaventh day of May, one thousand six^c seaventy foure/ 1674 :

Signed sealed & deliverd in Prsence Nath^l Fryer (^{his}_{scale})
of us : Edw : Rishworth/

Joseph Hadley/ Nath^l Fryer & Christian his wife doe
owne this Instrument aboue writ-
ten, to bee y^r Act & Deed, this 9th
day of May 1674 : before mee

Edw : Rishworth Asso^e/

A true Coppy of this Instrument transcribed out of the
originall & there with Compared this 16 : day of May : 1674 :

p Edw : Rishworth ReCor :

To all Christean people to whome this Prsent writeing
shall come &c : Know yee that I william Palmer of Kittery
In the River of Pischataqua Planter, for and in Consideration
of William King late of Portsmouth his marrijng & takeing
to wife my daughter Saraih Pallmer, as alsoe for diverse
other good Causes & Considerations, mee there vnto espe-
tially moueing, haue freely fully & absolutely

W ^m Palmer	given granted Enfeoffed and Confirmed, and by
To	
W ^m King	these Prsents doe freely full and absolutely giue,
	grant Enfeoff and Confirme, vnto him the sayd

William King, & my sd daughter Saraih, & thejr children
after them, one Pareell of Land by estimation about sixteen
or eighteen Acers, beginning at a little Gutter neare the
Norther end of my oarchard, and neare my ould house that
was burned, And to runne from the sault water side vp along
that Gut North East or there abouts, nearest In the Mayn
Land to the swamp where is a small freshett, of water, &
soe along that freshett North Easterly vnto y^e head of the
Cricke, or Coue, commanly Called Mast Coue, and to y^e
furthestmost or Eastermost side of that Coue, with all the

BOOK II, FOL. 151.

Marsh ground at the head of that Coue, and soe from the further^t side thereof, to come backe agajne, and to runne downe the wester side of the head thereof, along the Cricke to the Gutt first mentioned, and neare vnto my Oarchard, with all the Lands and Woods with in the sayd boundary, bee It more or lesse, with free commanage for keepeing of Cattle, in all or any other of my Lands thereto Adioyneing, the same being not in tillage nor fenced in for other vse, as alsoe free lyberty to cut & make vsse of, any of the Trees or Tymber therein, for fyreing or fenceing for thejr own vse; All which sayd Land with in the boundary aboue expressed I doe hereby declare vpon the Conditions aboue specifyd, to bee the reall and proper right and Interest of him the sayd William King, & my daughter Saraih, And for them thejr heyres executors Administrators or Assignes, to haue & to hould the same, and euery part and Preell thereof, as his and there own for euer, with all the benefitts there vnto belonging, with out the let hinderance molestation or trouble of mee, or any of my heyres executors, Administrators or assignes, or any other Prson or Prsons of from by or vnder us, or any of us Deputed whatsoeuer/ In witness whereof I haue here vnto set my hand and seale, this Twenty fourth day of August Anno Dom̃: one thousand six hundred sixty nine/: 1669 :

William Palmer (^{his}seale)

Sealed signed & Delivered/

& possession and seisine given/

In Prsence of us/

Thomas Seavy by his

marke

T

Richard Tucker/

William Palmer within Mentioned

did acknowledg, this Instrument

to bee his Act & deede this 11 :

of March 166⁹/₇₆ before mee

Charles Frost Commissio^r/

A true Coppy of this Instrument transcribed out of the originall & there with Compared this 16 : of Jvne : 1674 :

p Edw : Rishworth ReCor

Whereas Phillip Hatch late of Yorke fisherman deceased, by a writeing vnder his hand & seale, dated the eighteenth day of July, one thousand six hundred sixty & three, did for a valewable Consideration there in mentioned, bargane sell aliene Assigne, & set ouer vnto Cap^t Bryan Pendleton of Portsmouth In Piscataq^h River M^{ch}ant his heyres executors Administrators & assignes, all that his dwelling house in Yorke, with the Land thereto belonging, to haue & to hould the sayd house and Land vnto him the sayd Cap^t Bryan Pendleton, his heyres executors Administrators or Assigns for euer, as by the sayd writeing due relation being had more at large appeareth Now Know yee y^t I James Pendleton of Portsmouth in Piscataq^h River M^{ch}at Agent & Atturney vnto my fater Major Bryan Pendleton of Sacoe Gentle: for and In Consideration of foureteen pounds, in Current pay of New England in hand payd [152] & secured by bill, by Jesper Pullman of Yorke fisherman, and Patience Hatch of yorke widdow, and Reliet of Phillip Hatch late of Yorke fisherman, deceased, for and in Consideration of seaven pounds Current pay of New England secured by bill, haue given granted barganed sould Enfeoffed conveyed released aliend Assigned & set ouer, and by these Prsents doe bargane sell Enfeoff Convay release aliene and Assigne and set ouer vnto him the sayd Jesper Pullman his heyres executors Administrators or assignes, all that dwelling house scituate and being in yorke, togeather with a Preell of Land where on part of the house standeth, abutting on the high way, against the Land of Leef^t Job Allcocke, and Adioyning to y^e Land of John Brawn, at one end, and on the other end & behind the house on the Co^man, and as It was formerly vsed by the sayd Phillip Hatch, and as It is now fenced and bounded, con-
tayneing by estimation two Acers bee It more or less/

To haue & to hould the sayd dwelling house, and Land to him the sayd Jesper Pullman his heyres executors Adminis-
trators or assignes for euer/ and the sayd James Pendleton,

for his father Major Bryan Pendleton, and for his heyres executors, and Administrators, and for euery of them, & the sayd Patience Hatch for her selfe her heyres executors, and Administrators, and for euery of them, doth Covenant promiss, & grant to and with him the sayd Jesper Pullman, and to & with his heyres, executors administrators & Assignes and to and with euery of them, to defend the Title there of vnto him the sayd Jesper Pullman his heyres executors Administrators or Assignes, against all Prsons Claymeing any right title or Interest there vnto, by from or vnder them the sayd Major Bryan Pendleton, or the sayd Patience Hatch/ In witness w^rof the sayd James Pendleton as Agent and Atturney vnto, and on the behalfe of his father Major Bryan Pendleton, & the sayd Patience Hatch, haue here vnto set thejr hands & seals this tweluth day of June Anno Do^o: one thousand six hundred seaventy foure, and in the Twenty sixth yeare of the Reign of our soueraigne Lord Charls the secund King of England Scotland France & Ireland, Defend^r of the faith &c: 1674:

Signed sealed & Deliud

James Pendleton (^{his}_{seal})

In y^e psence of us/

Patience Hatch (^{her}_{seal})

Job Allcocke/

Sa^mill Donell/

This bill of sayle owned & acknowledged
by Patience Hatch y^e Ellder to bee
her Act & deed this 17: June: 74:
before mee Edw: Rishworth Asso^{te}/

A true Coppy of this Instrument transcribed out of the
originall & y^rwith Compared this: 19: June: 74:

p Edw: Rishworth ReCor:

This Indenture made, the last day of July, In the yeare of
our Lord God one thousand six hundred Seaventy two,
between Abra: Corbet of Shipscott, on the Eastern side of
Kenebecke River, distiller, of the one Party, and Major

Nicho : Shapleigh of Kittery in the County of Yorke Merchant of the other Party, Witnesseth, that y^e sayd Abra : Corbett, for & In Consideration of the some of foure hundred pounds of lawfull pay of New England in hand before then sealing & delivery here of, Well & truly payd, the receipt Whereof the sd Abra : Corbet doth hereby acknowledg, & him selfe to bee fully satisfyd, & payd, & thereof & of euery part & Prcell thereof, doth acquit exonerate & discharge, the sd Nicho : Shapleigh his heyres Executors & Administrators & euery of them for euer by these Prsents hath granted, barganed & sould, aliend Enfeoffed, Convayed released, Assured deliverd & Confirmed, & by these Prsents doth grant bargain & sell aliene, Enfeoff, Convay release, Assure deliver & Confirme, vnto y^e sd Nicho : Shapleigh, his heyres & assignes all that Tract, peece or Prcell of Land scituate Lijng & being, in Kittery aforesd in y^e sd County of yorke, & Contayneing three hundred & sixty Acers, & runneth from the Land lately in the possession of Richd Lockewood, along by the River side that parteth y^e sd Land & Cap^t Champerowns Ysland, vnto the stepping stoones, neare the house w^r Ryce Tommass now Inhabitheth, & soe backe into y^e woods takeing in y^e plantation, that y^e sd Ryce Tommass liueth in, as aforesd, vntill the sd three hundred & sixty acers bee fully accomplished, & alsoe all & singular ways, paths, passages, trees, Woods, vnd^rwoods, Co^manes, easements, profetts, waters, water courses, Co^moditys, Advantages, Emoluments, haeridataments & appurtenances w^tsoeuer, to y^e sd Tract, peece, or Parcell of Land, belonging or in any wise appurtayneing, & alsoe all the right, title Clayme & dem^and w^tsoeuer of him the sayd Abra : Corbett, of in, & vnto the sd Premisses, & of in & vnto or any part or Prcell y^rof, tenn Acers w^rof, a Prcell of the Premisses lijng adioyning to y^e house w^r Walter knight did heretofore dwell, & formerly sould vnto Cap^t Fran : Champnown, onely excepted & fore prized : To haue & to hould y^e sd Tract, peece, or Parcell of Land, & euery

Abra
Corbett
To Nicho
Shapleigh

part & Preell there of (except before excepted) vnto the sayd Nicho : Shapleigh, his heyres & Assigns for euer/ And the sd Abra : Corbet for him, his heyres, executors, Administrators, & assignes, & for all & euery of them doth hereby Couenant, promiss, & grant to & with the sayd Nicho : Shapleigh, his heyres & assignes, & to & with euery of them, by these Presents that hee y^r sd Nicho : Shapleigh his heyres, & Assignes, & euery of them shall & lawfully may from tyme to tyme, & at all tymes for euer hereafter, quietly & peaceably haue hould, vse, occupy, possess, & Inioy to his and there own proper vse, and behoofe, all & singular the before here in & hereby granted and barganed Premises & euery part & Preell there of, with the appurtenances, freed, acquitted, & discharged, of & from & all manner of former and other barganes, sayles, gyfts, grants, Leases Joynturs, dowrys, titles, Troubles, Charges, & Incomberances w^{ts}ocuer, heretofore had made Committed, suffered, or done or hereafter to bee had, made, Committed, suffered or done by the sayd Abra : Corbet his heyres, executors, Administrators, or assignes, or any or either of them, or of or by any other Prson or Prsons lawfully Claymeing from, by, or vnder him them any or either of them/ In witness whereof the Partys first aboue named [153] to these Present Indentures, Interchangably haue set thejr hands & seales the day & yeare first aboue written, 1672 :

Sealed & Delivered

Abra : Corbett (^{his}_{seale})

in the Prsence of,

Portsmouth 20th of August 1672 :

John Shapleigh

Mr Abraham Corbett owned this

Tho : Watkines/

Instrument to bee his Act & Deed,
before Mee Elyas Stylemā :

Commissio^r/

A true Coppy of this Instrument transcribed out of the originall & there with Compared, this 21 : June : 1674 :

p Edw : Rishworth ReCor :

To all Christean people to whom this bill of sayle or Instrument in writeing shall come, Francis Morgan of Kittery Poynt in the Province of Mayn, In New England

Fran: Morgan
Chiergeon sendeth Greeeting; Know yee that I

To

Nich^e Shapleigh
for my selfe my heyres executors administrators

& assignes, Haue & by these Prsents doe alieane

sell bargane Enfeoff & Confirme vnto Majo^r Nic^e : Shapleigh

Mch^ant dwelling in Kittery aforesd, his heyres executors

Administrators & Assignes, one Certajne Parcell of Land

scituate liijng & being at the Poynt Commanly Called Morgans Poynt, in the Town of Kittery in the Province of Mayn aforesd, Contayneing in all Tenn Acers by the River side, Co^manly called the River of Pischataqua, the one halfe of the breadth of the Land now in my possession, & to runne vpwards directly vntill the whoole tenn Acers bee accomplished, on the Southernmost side of the sayd Land, or Mesuage/ To haue & to hould the sd Land together with all the houses Tenements Cottages Easements & priuiledges there of to the sd Nicholas Shapleigh his heyres executors Administrators & Assignes for euer, for & in Consideration of the some of fiuety six pounds, the receipt w^{ro}f I doe acknowledg in money, & from euery penny there of, I doe hereby acquit release & discharge, the sd Nicho^e : Shapleigh his heyres executors & Administrators/ And I the sayd Fran^c : Morgan for my selfe my heysr executors & Administrators & assignes, the sd barganed Premisses vnto y^e sayd Nicholas Shapleigh, his executors administrators, & assignes, shall & will warrant and for ever defend by these Prsents; Provided, Neuertheless that If I Francis Morgan my executors Administrators or assignes or any of us, doe & shall Well & truely pay, or cause to bee payd vnto the sd Nicho^e : Shapleigh his executors Administrators or assignes, the sume aboue mentioned, at or before the last day of August sixteen hundred seaventy foure, for redemption of the sd barganed Premisses, then this Prsent bill of sayle to bee voyd, & of none affect, otherwise to remajne & bee in full force & ver-

BOOK II, FOL. 153.

tue, witness my hand & seale this Twenty fifth day of August, one thousand six hundred seaventy & three/

Sealed & Delivered in the ffran : Morgan (^{his} seale)

Prsence of us/ . Great Ysland the 25 : of August

Edw : Colecord/ 1673 : Mr Fran : Morgan came

Nicholas Heskines/ & acknowledged the aboue writ-
ten to bee his Act & Deed, be-
fore mee Elyas Styleman

Commissioner

A true Cappy of this Instrument transcribed out of the
originall & y^rwith Compared this 22 : June : 1674 :

p Edw : Rishworth ReCor :

Wee whose names are vnderwritten, being appoynted by
the County Court sitting at Wells, the 2und of July 1672 :
to lay out a hundred acers of Land liyng at Cape Porpus,
formerly granted to Morgan Howell, by a deede from Mr
Thomas Gorges, for many years since, haue layd out the sd
Land as followeth ; To the best of our Judgments the Necke
where y^e sd Morgan liued, bounded on the South & West, &
North West, with the severall Coues goeing almost round

the Necke : And on the East & North East, with
y^e Land that was Griffine Mountegues, as by his
ould Marked trees doth appeare, w^{ch} Necke with
the severall poynts belonging to It, is fiuety Acers to the best
of our Judgm^{ts} and then to runne ouer from the South West
side of the Necke, ouer the Coue on the South East of the
Necke, called Batsons Necke, & from the side of that Coue,
to runne North West into y^e woods, a hundred & one rodde
by severall marked trees, & then North East Eighty rodde
for the breadth of it, and then South East a hundred & one
rodde, on that side w^{ch} comes down, nere to a poynt Called
hollow but poynt, a little to the West of It, which makes vp

Morgan
Howell's Land

the other fuetty acers, to Compleat the hundred, allowing
the od rod of Land, for a peece of Marsh w^{ch} lyeth with in
the sayd Tract Layd out, the 26 : of Septemb^r 1672 : by us/
The Tenn Acers of Marsh men-

tioned in the aforesd Deed, is William Hammond/
John Davies/
not yet layd out by us/

A true Coppy of this grant bounded as aboue written,
transcribed out of the originall & y^rwith compared this 26 :
June : 74 : p Edw : Rishworth ReCor :

This Indenture made the first day of Janvary 1663, & in
the 15th yeare of y^r Reign of our Soueraigne Lord King
Charles, the 2und, between Henery Jocelyn of Bla[~] Poynt
of the one party, & Anthony Roe fisherman alias Planter on
the other party, Witnesseth, that the sayd Hene : Jocelyn,
for him selfe, his heyres, executors, Administrators & assigns,
doth giue bargan sell & Confirme, vnto the sayd Anthony

Roe, & his heyres for euer, fuetty Acers of vpland
lijng & abutting to the Northward vpon the
vpland of John Lybbys vpland, & amongst the
side of the Marked trees thereof as It was form-

Hen: Jocelyn
To
Ant^o Roe

erly bounded forth vnto him, according to 160 pooles to
euery acer, 16 : foote & an halfe euery poole/ Alsoe to haue
free Commanage in & with lyberty of fishing & fowling, &
cutting of Tymber for ordinary vses in any swampe, or else
where vnbounded forth to others, of such Land as is or shall
bee vnfenced, to haue & to hould all & singular the Prem-
isses here in specifyd, to him the sayd Anthony Roe, his
heyres executors, Administrators & assignes for euer, in free
& Comman Soccage, yeilding & pajng, vpon the Entry
there of, fuetty shillings in money, & annually here after
three days worke for euer, to the sd Jocelyn his heyres &
assignes, that is to say two days worke in harvest, or seede

tyme, & one day in Cutting of Wood, against the feast of Christtyme, If it bee lawfully demanded, & for not Prformance of the same, It shall bee lawfull for the sd Jocelyn his heyres or assignes to distrayne, & the destresse soe taken, to carry away & apprise by two sworn men, & pay him selfe his heyres or assigns, the sayd rent & charge, & Deliver the ouerplus of the distress vnto y^e owner thereof; To confirme the treuth hereof the Partys abouesd, haue Interchangeably set two y^r hands & seals, the day & yeare aboue written/
Signed sealed & Deliverd Henery Jocelyn (^{his}_{scale})

in the Prsence of/

Payton Cooke/

The marke of John

Mills/ i m

This Instrument acknowledged this
25 : of Aprill 1672 : by Mr Henery & Mis Margeret Jocelyn, to
bee y^r Act, & Deed before mee

Bryan Pendleton Assofe/

A true Coppy of this deede aboue written, transcribed out of the originall, & there with Compared, this 30th day of June 1674 : p Edw : Rishworth ReCor :

[154] Note y^t this sayle of y^e Land Recorded in pa :

114 : with in expressed, sould to Andrew & Arther Alger by these Indeans, was sould to y^e

Alger

sd Algers, them y^r heysr executors Administrators & assigns for euer, as Is owned by Vphannu[~] alias Jane, this 27 : of May 1674 : In psence of,

William Phillips/

vide
Page 114

Sheth Fletcher/

The abouesd Jane an Indean Woman, appeared before mee the 12 June 1674 : & did acknowledg the treuth of w^t is aboue written, & y^t all w^{ch} is expressd there in is a treuth/
Bryan Pendleton Assofe/

A true Coppy transcribed out of the originall this 4th:
 July : 74 : p Edw : Rishworth ReCor :

Know all men by these Presents yt I Josua SCottow of
 Boston, haue for, & in Consideration part of Tenn pounds
 to mee in hand payd, & to bee payd, & part of
 Josh: Scottow Peter Hinkesons relinquishing all Clayms, for
 To Scottow his heyres or assignes, to any part of
 Petr Hinkson Marsh sould to him by Tho: Ellkines for his
 father, both of them late of Scarbrough deceased, haue sould
 & by these Prsents doe bargane & sell vnto y^e sd Peter
 Hinkeson his heyres or assignes, a Preell of Marsh land con-
 tayneing ten Acers, more or lesse, lijng in y^e sd Scar-
 brough, neare pine tree Cricke, & is bounded Westwardly,
 with y^e Land of Ric: Moore, Northerly with y^e Land of y^e
 late John Burrege, East wardly, with y^e Land of John
 Lybby, & Southwardly with y^e Cricke/ y^e sd barganed
 p̄mises to haue & to hould for euer paijng the rent due, from
 y^e same, vnto Mr Hene: Jocelyn or assignes, according to
 its first grant, with liberty of passage, & to fell trees in y^e
 swampe, Joyning vnto it, for a way vnto It, I y^e sayd Josua
 Scottow doe acknowledg y^e sayle aforesd, & do bind my selfe
 heyres executors & Administrators, to make y^e same good
 against all Clayms & demādes, w^{ts}ocuer, from by or vnder
 mee, my heyres executors & Administrators, vnto the sayd
 Peter Pinkson his heyres or assignes/ In witness of the
 Prmisses, I haue here vnto put my hand & seale/ Bla: Poynt
 this 24th of Aug̃st 1669/ Josua Scottow (^{his} seal)
 witness/

John Tol

Fran: Robinson/

Mr Jos: Scottow acknowledged this
 aboue Written to bee his Act &
 deede, vnto Peter Hinkeson this
 15: of June 1671: before mee

Fran: Neale Assote/

BOOK II, FOL. 154.

A true Coppy of y^s Instrument transcribed out of the
originall & y^rwith Compared this : 11th day of July : 74 :

p Edw : Rishworth ReCor :

To all people to whom this Deede of Gyft shall come/
William Phillips of Sacoe, In the County of Yorke shyre or
Province of Mayn In New England, & Bridget his wife
sendeth Greeteing/ Know yee that was I Willia^m Phillips
abouesd, made a Deede of Gyft of two Parells of Land, to
my sonn Nathaⁿ Phillips, beareing date y^e eighteenth day of
Septemb^r in the yeare of our Lord, one thousand six hun-
dred sixty & eight, wth deede being now out of his posses-
sion, & It being not a Legall & firme Convayance according
to Law, by reason the sayd deede was neuer acknowledged,
before a Magestrate as the law requirs, it should bee, nor is
It recorded, nor the aforesd Bridgets Right & Title of thyrds
given vp: Know yee that Wee the aforesd William & Bridg-
Phillips, for the more sure & firme conuaijng of the aforesd
Prells of Land, for the loue & Naturall affection which wee
haue & beare to our dutifull & Well beloved son, Nathaⁿ
Phillips of Boston in New England M^cchant as alsoe for
diverse other good Causes & Considerations us especially
moueing, haue given granted & Confirmed, & by these
Prsents doe freely, Clearly, & absolutely giue all that Tract
of Land, lijng & being at Sacoe aforesd, butting South
Westerly on this side of Sacoe River, & is bounded between
the Ysland of Cap^t Bryan Pendleton formerly called & known
by the name of the East feild lott, or plantation, & from
thence extending down the River, to y^e yland of Christopher
Hobbs, Contayning in length one mile, & one forth part of a
mile, or y^rabouts, fronting to y^e river, & extendeth in length
backward from the River foure Miles togeather, with a
Necke of Land Commaly known & Called by the name of
Parkers necke, runneing from Chellsons house & Land to y^e

W^m Phillips
To his Son
Nathanael

fishing stages, & soe to low water marke, (stephen Sargeants dwelling house stage, & flake rowne, & the sayd Necke excepted) with all Tymber trees wood vnder wood Soyle, Mines, Meddows, pastures, feedeing lybertys frantises, profetts Commoditys & Advantages, w^hsoever, With the priuiledges of fishing, fowling hunting Haukeing, & all other profetts & appurtenances, to y^e sayd Tract of Land, & Necke of Land & either of them belonging, or any ways app^tayneing, to haue & to hould to receiue & Inioy the sayd Premisses, hereby mentioned to bee freely giuen granted vnto the sayd Na^tll: Phillips, his heyres & Assigns for euer freely peaceably & quietly with out any manner of Clayme, Challenge or Contradiction of us the sd William or Bridget Phillips, o^r heyres executors, administrators or any of them or any other Prson or Prsons, by any meanes title or procurement in any man or other wise, & without any Accopt Reckoning or answere thereof, to us or either of us, or any in our name, to bee given rendered or done in tyme to come soe that neither wee the sd william & Bridget Phillips our heysr executors administrators, or any of them or any other Prson by us for us, or in the name of us or any of us, at any tyme or tymes here after may, aske Clayme Challenge or demand, in or to the Premisses, or any part or Preell thereof (except as before excepted) any Interest right Title ease or possession, but for all Action of thejr Title, Clayme Interest Ease possession, & demand y^eof, Wee & euery of us to bee vtterly excluded & for euer debarred by these Prsents: And Wee William & Bridgett Phillips, doe for our selus & our heyres, executors, & Administrators, & euery of them, Coueuant & promiss to & with the sayd Na^tll: Phillips, his heyres, executors Administrators & Assignes that at y^e tyme of the Ensealing & delivery of these Prsents: Wee are the true soole & proper owners of the hereby granted & barganed Premises, & haue in our selues good right & lawfull authority to Convey the same as is in this Deede expressed/ In

Witness where of Wee haue here vnto sett our hands & seals
the first day of July, one thousand six hundred seaventy
four, & In the six & Twentieth yeare of the Reigne of our
Soueraigne Lord Charles the second by the grace of god of
England Scotland France & Ireland King : 1674 :

where as in the lynes aboue written is mentioned, of an
house stages & [155] flake rowne of Stephen Sargeantt, is
not to bee vnderstood as his proper right, but onely as hee
had the vss of them/ these words in the Two last lynes & an
halfe were writt before sealeing & delivering/

Signed sealed & delivered/ William Phillips (his
seale)

& possession given to y^e order Bridgett Phillips (her
seale)

of Nath^l Phillips, in y^e psence

of us/ Witness/ Major William Phillips doth own

Ephraim Turner/ this Instrument aboue written

Elisha Santford/ to bee his Act & deede, before
mee this sixt of July 1674 :

Edw : Rishworth Assofe

A true Coppy of this Instrument transcribed out of the
originall, & y^rwith Compared this 14th day of July 1674 :

p Edw : Rishworth ReCor :

To all Christean people, whom these may Concerne, Know
yee that I Thomas Turner now Resident In Kittery, In the
River of Pischataqua In New England, by & with the full
Consent & approbation of Mary Turner my wife, for & in
Consideration of fienety pounds to mee In hand payd by
Peter Staple, as also for diverse other good Causes & Con-
siderations, mee there vnto espetially moueing, haue granted
barganed & sould, & by these Prsents doe
grant bargane sell & Confirme vnto y^e aforesd
Peter Staple, his heyres executors Administra-
tors & assigns for euer, all y^t Messuage or tene-
ment by mee now possessed, with y^e Orchard, & Garden &

Tho: Turner
To
Petr Staple

Corner feild next adioyning there vnto, with all the lot of Land formerly granted to my wife, by Mr Thomas Gorges, & alsoe regrantred, & Confirmed to her by the Town of Kittery, scituate lijing & being between y^e Lands of Ric : Miller on the North West side, & the Land of John Symmons on the South West side, & soe to runne backe into y^e woods vpon a North East, & by East lyne to a little brooke of water. To haue & to hould the afore sayd Premisses, with all the priuiledges & appurtenances there vnto belonging, to him the sayd Peter Staple, his heyres executors, Administrators & assigns for euer, from him the sayd Thomas Turner, & Mary Turner his wife without any Molestation, let, or hindrance from them, or any vnder by or from them, by any Clayme or Pretence whatsoeuer/ Always Provided, that the sayd Thomas Turner, & Mary his wife shall haue y^e priuiledg to make vse of all or any of the Land or Tymber aforesayd, (except the one halfe of the lott from the high way vpwads, w^{ch} the sd Staple may Presntly make vse of, for his own proper behoofe) In witness w^{of} Wee haue here vnto sett our hands & scales, this fourth day of July, In y^e yeare of our Lord, Anno : Dom : one thousand six hundred seaventy foure/


Thomas Turner/ (^{his} _{seale})

Signed sealed & Delivered

The Marke of 

In y^e psence of/

Mary Turner/ (^{her} _{seale})

The Marke of  John

Willson

Joseph Hammond/

This aboue written deede of sayle was acknowledged, by the within named Thomas Turner & Mary his wife, to bee thejr Act & Deed this 6th day of July 1674 : before us

John Wincoll/

Roger Playstead

Assotes/

A true Coppy of this Instrument or Deede transcribed out of y^e originall & there with Compared this 17th day of August 1674 :

p Edw : Rishworth ReCor :

An Agreement made between Henery Symson of Yorke, on the one Party, & Patience Hatch Widdow, formerly the wife of Phillip Hatch of sd Town, some few years since deceased on y^e other Party, By w^{ch} Prsons aforesd, It is mutually agreed, that w^{as} there was a Certen Tract of Marsh, or Meddow Land contayneing the quantity of five acers bee It more or less, being the propriety of Hene : Symson Senjo^r, after whose decease the sd Meddow, with some other Interests of Lands fell Legally to mine vidz^t Hene : Symson Junjo^r, as being my fathers estate, which Preell of Meddow hath been sould by Nie : Bond my father in law, vnto Mr Tho : Cymball (w^{ch} bond had noe pouer to make sayle of It) & by y^e sayd Kymball sould agajne vnto Phillip Hatch of yorke fisherman, who had y^e vss of the sayd Meddow severall yeares, to y^e Damāge of the sayd Hene : Symson, but for the Preventing of all future troubles which otherwise might arise touching y^e Premisses, Wee y^e sd Henery Symson & Patience Hatch, doe mutually agree as followeth/

1 : Henery Symson, doth hereby promiss & agree, that y^e sd Patience Hatch Widdow, shall haue the free vss of about three Acers of that Marsh aforesd, or y^r abouts, dureing the tearme of her naturall life, as It lyeth measured & bounded out, being & next Adioyning vnto a Preell of Marsh Called by y^e name of Ould Inglesbys Marsh, vpon Conditions here after expressed/

1 : The sd Patience Hatch doth hereby Ingage her selfe, in Consideration of the vse of the Marsh abouesd, of about 3 acers, to pay or Cause to bee payd vnto the sayd Hene : Symson, or his heyres or assigns 2d p Ann^o Annually, for acknowledgm^t of his propriety y^rof, when demanded/

2 : I doe further Ingage, at or vpon my decease to surrender the sayd Marsh quietly & peaceably into y^e sd Hene : Symsons possession, hereby disclaymeing any Interest or propriety therein/ In witness of all & euery of the Premisses, as

aboue expressed, Wee haue Interchangeably here vnto, set
our hands & seales this (11th) day of August/ 1674 :

Signed sealed & Deliverd

In y^e Prsence of/

Samuell Wheelwright/

Henery Symson (^{his}_{seale})

his marke 

Patience Hatch (^{her}_{seale})

her marke/ 

Henery Symson & Patience Hatch, doe owne this agree-
ment, aboue written, this seaventeenth of August 1674 : to
bee y^r Act & Deed, before mee Edw : Rishworth Asso^{te}/

A true Coppy of this Instrument, or agreement aboue
written transcribed ; & Compared with y^e originall, this 3 :
Septemb^r 1674 : p Edw : Rishworth ReCor :

To all Christean people, to whome this Prsent writeing
shall come, send greeteing, know yee y^t I Nicholas Shapleigh
of Kittery in the County of Yorke In New England, M^{ch}ant,
for diverse good Causes, & valewable Considerations, mee
here vnto moueing, & for & In Consideration of Thyrtty fiae
pounds, of Current & lawfull pay of New England, in hand
received of Fran : Hooke of Kittery aforesd M^{ch}ant w^{of} &
of euery part & Preell there of, doe acknowledg
& Confess my selfe to bee fully Contented payd
& satisfyd, for the same haue given granted, barg-
aned, sould, aliend, Enfeffed & Confirmed, &
doe by these Prsents, giue grant bargane sell aliene Enfeoffe
& Confirme, vnto the sayd Fran : Hooke his heyres, execu-
tors Administrators & Assignes, A house or Tenement, scit-
uate lijng & being on Kittery Poynt formerly built possessed
& Inioyed by Roger Russell, with three Acers of Land Adia-
cent [156] vnto the sayd house, or tenement for euer : To
haue & to hould the aforesd house & Land, with Trees woods
priviledges, profetts, & Commoditys, with the appurtenances

Nico Shapleigh

To

Fran: Hooke

y^rvnto belonging, or any wise appertayneing, to the onely vse & behoofe of the sayd Francis Hooke his heyres, executors administrators or assignes for euermore, & to noe other vse Intent or purpose whatsoever: And I the sayd Nicho: Shapleigh for my selfe my heyres executors, Administrators & Assigns & for euery of them doth Covenant promiss & grant to & with the sayd Fran: Hooke his heyres, executors Administrators & Assignes, and to and with euery of them by these Prsents, that all and singular the before hereby mentioned, granted and barganed Premisses, with the appurtenances, & euery part & Parcell there of, at the tyme of the Insealeing & delivery of these Prsents, are & bee and at all tymes hereafter shall bee, and remaine & Continew Clearly Acquitted exonerated and discharged, or otherwise saued, & kept harmeless, from all & all former Gyfts, grants, barganes & sayles, whatsoever, had made suffered, Committed or done by mee the sayd Nicholas Shapleigh, my heyres or assignes or any of them, & that the sayd Nicholas Shapleigh the sayd Premisses, hath hereby given granted, barganed & sould & euery part & Parcell there of with the appurtenances, against him the sayd Nicho: Shapleigh, his heyres or assignes, and against all and euery other Prson, or persons whatsoever, Clameing any Estate right title Interest, into or out of the Premisses, or any part thereof, shall and will warrant and euer defend, by these Prsents, according to the true Intent & meaning of these Prsents, and to noe other Intent vse or purpose whatsoever In witness whereof, I haue here vnto set & put my hand and seale, this Twen^y fourth day of August, In the yeare of our Lord god, one thousand six hundred seaventy foure, 1674:

Signed sealed & delive^rd

Nic: Shapleigh (^{his}_{seale})

In the Prsence of/

Richd Allexander/

Tho: Watkins/

Major Nicho: Shapleigh, & Mis
Aylce Shapleigh, his wife, doe
own this Instrument aboue writ-
ten to bee thejr Act & Deede,
before mee this 25th day of Aug-
ust 1674: Edw: Rishworth


Asotiate/

A True Coppy of this Instrument aboue written, transcribed out of y^e originall, & there with Compared this 3d day of Septembr 1674: p Edw : Rishworth ReCor :

To all Christean people, to whome this Prsent writeing shall or may come, send greeteing/ Know yee that I Ryce Tommass of the Town of Kittery for diverse good Causes & valewable Considerations, mee here vnto moueing, & for & in Consideration of a Certen & valewable some, that I am vpon a ballance of Accompt this day made vp, become Indebted vnto Major Nicho : Shapleigh of Kittery aforesayd, in hand already payd, & by mee received, & my selfe of euery part & Preell, doe acknowledg my selfe to bee fully Contented, payd & satisfyd, & the sayd Shapleigh to bee freely & Clearely exonerated, & acquitted for the same, Haue given granted aliend Enfeffed, barganed sould & Confirmed, & doe by these Prsents give grant, aliene, Enfeoff bargan sell & Confirme vnto Major Nicho : Shapleigh, his heyres executors, Administrators & assignes, all my housen & Land, vpland woods vnderwoods, Meddow, Marsh, neare adjacent vnto braue boate harbour, or any other matter, or thing, properly appartayneing or belonging vnto mee, or that I shall or may hereafter lay just Clame vnto, or bee possessed of; To haue & to hould, the aforesayd Premisses, with the appurtenances there vnto belonging, vnto the aforesayd Major Shapleigh his heyres, executors, Administrators & assignes for euer; And I the sayd Ryce Thommass doe for my selfe, my heyres executors and Administrators, Covenant promiss & agree to & with the sayd Nico : Shapleigh, his heyres executors Administrators & Assigns, to saue, secure, & keepe harmeless, him the sayd Shapleigh his heyres, & Assignes, from any Prson or Prsons w^tsoeuer, lawfully Clameing any right, title or Interest, in, about, or vnto the Premisses, or any

Rice Thomas
To
Nico Shapleigh

part y^rof, from by or vnder mee, according to the true Intent & meaneing of these Prese . . . In witness w^rof, I haue here vnto set my hand & Seale, this 23: of Novemb^r One thousand six hundred seaventy two, 1672 :

Signed, sealed & Delivered,	The marke of Rice
In the Presence of us/	Tommass/  (his seale)
Fran: Champnoown/	Ryce Tommass acknowledgeth
Walter Barefoote/	this Instrument aboue written,
Moses Mauricke/	to bee his free Act & Deed,
Tho: Watkines/	vnto Majo ^r Nicho: Shapleigh,
	before mee this 24: of Aug-
	ust: 74: Edw: Rishworth

Assofe/

A true Coppy of this Instrument or deed aboue written, transcribed out of y^e original & there with Compared, this 4: Septemb^r 1674: p Edw: Rishworth ReCor:

To all Christean people, to whom these Prsents shall Come/ Know yee that I Thoma . Withers of Kittery In the County of yorke, for, & In Consideration of the fatherly & Naturall loue, & tender affection that I beare vnto my daughter Saraih Withers, In reference, & in relation to a Marrage Intended, & Concluded vpon by & between my sayd daughter Saraih, & John Shapleigh of Kittery, afore-sayd; Haue given granted & for ever Confirmed, vnto my sayd daughter Saraih Withers, the One halfe of my farme at Oake Poynt, In spruce Cricke, that is to say, from the Eastward Cricke that goes in aboue John Foenix, & soe vp the Cricke as fare as my Land goes, that way to the West Cricke, that goeth in by John Balls, with all y^e woods & vnderwoods, vpland & Meddows, [157] as fare as the bounds of my land extends, in the sayd Cricke, with all priuiledges & appurtenances y^rvnto belonging, or in any wise appertayneing; And furthermore, I doe alsoe by these

Tho: Withers
To his Daught^r
Sarah

Prsents giue grant & Confirme vnto my sayd
daughter Saraih, the one halfe of my house &
Land, w^rin I now dwell, & possess: My sayd
Daughter to possess & Inioy the sd part of house
& Land Immediately after my decease; The Premisses being
for & in Consideration as aforesayd, given granted & Con-
firmed, vnto the sayd John Shapleigh & Saraih Withers,
thejr heyres, executors Administrators & Assigns for euer/
In witness w^rof I haue here vnto set my hand & seale, this
25: day of Aprill 1671:

Signed sealed &

Tho: Withers (^{his}_{seale})

Delivered in y^e p^sence

of us/

Portsmouth 16: August, 1671: Mr

Edw: Colcord/

Tho: Withers acknowledged this

Tho: Watkins/

Instrument to bee his free Act &
deed, before mee Elyas Stylema:

Commissio^r/

A true Coppy of this Instrument transcribed out of the
originall & there with Compared this 4: Septemb^r 1674:

p Edw: Rishworth ReCor:

To all People, to whom these Prsents shall come, Nathan-
iell ffryer of Pischataqua, In New England M^rchant sendeth
Greeteing; Know yee that I the sayd Nathaⁿ Fryer, for &
Consideration of the sune of eight hundred pounds, Sterling
to mee In hand, before the Ensealeing, & delivery of these
Prsents, well & truely payd by Thomas Deane of Boston In

Nat^l Fryer
To
Tho: Deane

New England aforesd M^rchant the receipt w^rof, I
doe hereby acknowledg, & my selfe thejre with
to bee fully satisfied, Contented & payd, &
there of & of every part, & Parcell there of, doe
exonerate, acquit & discharge the sayd Thomas Deane, his
heyres, executors, & assignes, for ever by these Prsents;
Haue given granted barganed sould aliend Enfeoffed & Con-

firmed, & by these Prsents doe giue grant, freely & absolutely bargan sell alliene Enfeoff & Confirme vnto the sayd Thomas Deane, his heyres & Assigns all that my Island or Prcell of Land scituate, lijng & being with in the River of Pischataqua aforesayd, which I purchased of Francis Champernown, is Commāly called & known by the name of Champernoowns Ysland, fronting two, & is bounded by the Mouth or Entrance into the sayd River, South West, & with the sea South East, & by y^e River on y^e North West, or however otherwise bounded according to the Deede, I had from Fran : Champernown, with all the Tenements houseing & buidings there vpon, with my little Yslands adiacent by what name or names soeuer Called & known, Togeather with all ways, Landing, waters, water Courses, Lybertys priviledges, & appurtenances, to the sayd barganed Premisses, or any part or Prcell thereof, belonging or in any kind app^rtayneing, & all profetts Issues & Incoms thence to bee had made or raysed : As alsoe all Deeds writeings, Euidences, & Escripts, touching & concerneing the sayd barganed Premisses, or any part of y^e same, fayrly, vncancelled, & vndefaced ; To haue & to hould the aboue barganed Premises, & euery part & Prcell of the same, with all & singular the lybertys priviledges, & appurtenances, there of ; with all the profetts, jssues, & Incomes there of, or thence to bee had made or raysed vnto him the sayd Thomas Deane, his heyres & assignes, to the onely proper vse & behoofe of him the sayd Tho : Deane his heyres & assigs for euer : And I the abouesayd Nathaniell Fryer doe for mee my heyres, executors, & Administrators, Covenant, promiss, & grant, to & with the sayd Thomas Deane his heyres & assignes, in manner & forme following, vidz^t that before the Ensealeing of these Prsents on the day of the date hereof, I am the true soole & lawfull owner of the aboue barganed Premisses, & every part there of, & stand lawfully seized & possessed of & in the same, in my own proper right, In a good Prfect & absolute Estate of Inheritance in fee symple with out any Condition,

reversion, or lymitation: And that I haue in my selfe full pouer, good right, & Lawfull Authority, to grant bargane sell conuay & assure the same in manner & forme aforesd, And that y^e sayd Barganed Premisses, are free & cleare & clearely acquitted, exonerated & discharged, of & from all manner of former, & other gyfts grants, barganes, sayles, Leases, Morgages, Wills Entayles, Joynturs Dowers, Judgm^{ts} executions, extents, & all other Titles troubles, charges & Incomberances w^hsoeuer/ And that y^e sd Tho: Deane, his heyres & Assignes shall, & may by force & vertue of these Presents, for euer hereafter lawfully, peaceably & quietly haue hould vse occupy possess & Inioy to his, & thejr own proper vse & behoofe, all & singular the aboue granted Premisses, with out the least lett, sujte hinderance, reclaym contradiction Euiction, or ejection, of mee the sayd Nath^l Fryer, my heyres executors, or administrators, or of any from by or vnder mee, or them or either of them, by our or any of our meanes, Act, Consent, title, or procurement, & of all other Prsons, haueing, claymeing or Pretending to haue, or Clayme any Legall right Title or Interest of or into the same, or any part there of/ And lastly, I the sayd Nath^l Fryer, doe Covenant promiss & Grant, for mee my heyres executors, & Administrators, y^t at euery & all tyme & tymes here after, Wee shall & will bee ready & willing to doe & performe, or Cause to bee done & Prformed, every other needfull & Legall Act, or Acts whither by mine, the sayd Nath^{ls} acknowledgment, of this Present deede, or release, of Dower or pouer of thirds, with respect to Christean my wife, and that I the sayd Nath^l shall & will vpon the reasonable request, & demand of him the sayd Tho: Deane his heyres or assignes, giue & pass vnto him or them more full & ample Conuayance, or assurance of the aboue barganed premisses, soe as may bee for the more cleare, & full Confirmeing, & sure makeing, of the sayd barganed Premisses, to him the sayd Thomas Deane his heyres & assignes for euer; Pro- uided always, & It is Neuertheless Concluded & agreed

vpon, by & between the Partys aboue named, any thing in this Deed to y^e Contrary, notwithstanding; that In case the aboue named Natha^l Fryer his heyres executors, administrators, or assignes, shall well & truely pay, [158] or Cause to bee payd, vnto the aboue named Thomas Deane, his heyres & assignes, the Just & whoole summe of eight hundred pounds, Current money of & in New England, with in Three yeares next Insewing, the date here of, then this aboue written Deede to bee voyd, & of none affect, otherwise to stand, & remajne in full force pouer & vertue, to all Intents, Constructions, & purposes In y^e Law whatsoeuer: In which case of forfeiture the sayd Nathaniell Fryer doth obleidg him selfe, his heyres & executors, vnto the sayd Thomas Deane his heyres & assignes, In the sume & poenalty of sixteen hundred pounds, in Current Money of & in New England, to make good vnto him the sayd Tho: Deane, his heyres & assignes; what y^e aboue barganed Premisses (by any way or meanes, or for or by reason of any matter Cause or thing w^tsoeuer) shall fall short of paijng, or makeing good vnto him the sayd Tho: Deane, his heyres or Assignes the aboue mentioned some of Eight hundred pounds in money/ In witness whereof I the aboue named Nathaniell Fryer, haue here vnto put my hand & seale this Twenty six^t day of August, In the yeare of our Lord One thousand six hundred seaventy four Annoq Regni Regis Charolj secundi, &c: xxvj/

Signed Sealed & Delivered/

Nathaniell Fryer (^{his}_{seale})

In the Presence of us/

ffer: Gorges/

Isa: Addington/

27: 6: 74:

vpon the 20th day of Septem^{br}

Mr Nathaniell Fryer came before mee, & did own this Instrument aboue written, to bee his Act & Deed, 1674:

Edw: Rishworth Assotiate/

vera Copia of this Deed or Instrument aboue written transcribed out of the originall, & there with Compared this 3^d d: of Octobr 1674:

p Edw: Rishworth ReCor:

Know all men by these Presents, that I Sa^muell Austine of Wells In the County of yorke In New England, for diverse Considerations there vnto mee moueing, & more espetially for & in Consideration of a filiall portion w^h by an obligation I stand bound to pay vnto my sunn in law Samu^ell Storer, beareing date the 23: of Novemb^r 1661: wth I

	doe acknowledg my selfe to bee payd Contented,
Sam ^l Austin	& fully satisfyd, doe by thes Presents giue grant
To	
Sam ^l Storer	sell bargane Enfeoff & Confirme, & by these

Presents haue given granted sould barganed Enfeoffed & Confirmed, my soole right title propriety & Interest, of a Certen Tract & Preell of vpland, & Meddow lijng & being at a Certen place, within the lymitts & bounds of the Townshipe of Wells, Called by the name of Epesrath, which was a Tract of Land formerly purchased of Leefe^t John Littlefeild of the sayd Town, Contayneing the full quantity by estimation of one hundred Acers of Vpland, & Tenn Acers of Meddow Land, bee It more or less vnto Samu^ell Storer my son in law, with all the rights, benefitts, priuiledges, Imunitys & all other appurtenances there vnto belonging, from mee my heyres, executors, Administrators & assignes vnto the sd Samu^ell Storer his heyres executors administrators & Assignes, to haue & to hould the sayd vpland & Meddow land, from mee, my heyres, executors, Administrators, & Assignes, to the sayd Sa^muell Storer his heyres executors, Administrators, & assignes for euer, & I doe hereby promisse & Covenant to & with y^e sayd Sa^mu^ell Storer, that y^e sayd vpland & Meddow, as abouebounded, & expressed, is free & Cleare from all other Titles, Clames, Interests, proprietys, leases, Morgages, & all other Incomberances w^{soe}uer, from them being clearely acquitted, & discharged, & doe further promiss & Ingage to make good & defend the right, title, & Interest, of the aboue barganed Prmisses from all Prsone & Prsons w^{soe}uer, Claymeing Or Prtending any Clayme of right Title or Interest from by or vnder mee/ In witness of all & euery of the Premisses as

BOOK II, FOL. 158.

aboue barganed, & expressed, I haue here vnto atixed my hand & seale, the eight day of Octob^r one thousand six hundred seaventy foure 1674 :

Signed sealed & Delivered/ Samuëll Austine (^{his}_{seale})

In the Prsence of/ Samuëll Austine owneth this Instru-
Francis Raynes/ ment aboue written to bee his Act
Emanuëll Davess/ & Deede this 9th day of Octob^r
74 : before mee Edw : Rishworth
Assote/

A true Coppy of this Instrument transcribed out of the originall & therewith Compared this 15 : Octob^r 74 :

p Edw : Rishworth ReCor :

Received by mee Sam^ell Storer, of Samuëll Austine my
father In Law, a Certen Tract of vpland, & Med-
dow lijug at Epesrath, as p a deede appears
vnder his hand & seale, beareing date the 8th of
Octob^r 1674 : where with I acknowledg my selfe
to bee fully Contented, & satisfyd, for my filiall portion due
to mee by ord^r of Court, w^{to} hee was bound by Obligation
23 : Noveb^r 1661 : & for all other matters of Concerne
between us, from the begining of y^e world to this Prsent
day/ I say Receud one hundred acers of vpland, & 10 Acers
of Marsh as aboue sayd In full satisfaction of the p^rmisses,
as witness my hand this 9th day of Octob^r 1674 :

Witness Fran : Raynes/ Samuëll Storer/
Samuëll Storer owneth this receipt with in
written, to bee his Act & deed this 9th of
Octob^r 1674 : before mee Edw : Rishworth
Assofe :

A true Coppy of this receipt transcribed & Compared with
y^e originall this 18 : day of Octob^r 1674 :

p Edw : Rishworth ReCor :

Know all men by these Presents, that I Ezekell Knightts Junjo^r resident In Wells in the County of Yorke, by & with the free Consent of my father M^r Eze^kl Knights
 Eke^kl Knight vpon severall Considerations there vnto mee
 To moueing, & more espetially for tenn pounds In
 Sam: Storer silver current money of New England, to mee In
 hand payd att the Insealeing & delivery of these Presents, where with I doe acknowledg my selfe to bee fully payd contented & satisfyd, do giue grant bargane sell Enfeoff & Confirme & by these Presents haue given granted barganed sould Enfeoffed & Confirmed, vnto Samuell Storer his heyres, executors, Administrators & Assignes, a Certen Tract or Preell of sault Marsh, or Meddow Land, liing & being between that part of Webbhanet River Called the fishing Hoole, & the sea Wall, being a Certen Gurnet or Nose of Land compassed about with water, It liing vpon the sayd River, on the Southermost side there of, abutting vpon the sea Wall contayneing the quantity of about seauen or 8 Acers bee It more or less, with a Certen skirt of vpland or sea Wall, w^{ch} lyeth Adioyneing [159] thervnto, where Wee vsed to set our hay (reserving onely Lyberty for my selfe to set two stackes of hay vpon the sd vpland, If Occasion bee) with all the profetts priuiledges & Immunitys or appurtenances y^r vnto belonging, vnto the sayd Samuell Storer his heyres & assignes, to haue & to hould the sayd Marsh & skirt of vpland as aboue expressed, & bounded vnto him the sayd Sam^ull Storer, his heyres executors administrators & assignes for euer, with whom I doe by these Presents further Covenant & agree y^t the sayd Preell of Marsh is free & cleare from all manner of Titles, Clames, leases, Interests Mortgages, & Incomberances w^{ts}oeuer, & doe hereby stand bound to warrant & defend the same, from all Prson & Prsons whatsoeuer, Claymeing or p^ttending any Clame or Clames from by or vnder mee In testimony w^{of} of all & euery of the aboue barganed Premisses, as here in is aboue bounded & expressed, I haue herevnto afixed my hand & seale, this

eight day of Octobr One thousand six hundred seaventy
foure/ Ezekell Knight (^{his}seale)

Signed sealed & Deliveñd

In y^r psence of Ezekell Knights Junjo^r & Ezekell
Roger Playstead/ Knights Senjo^r doe acknowledg
this Instrument aboue written to
bee y^r Act & Deede this 8 : day
of Octobr 1674 before mee

Edw : Rishworth Assoñe/


vera Copia of this Deede or Instrument aboue written
transcribed & Compared by the originall this 19 : day of
Octobr 1674 : p Edw : Rishworth ReCor :

This Indenture witnesseth that I John Maisters of Wells,
In the County of Yorke, with y^e Consent of my father
Nathãll Masters doe bind my selfe an apprentice
to William Partridge of Wells Carpenter, in the
same County, to continew with, abide & faith-
fully to serue him my maister as a faithfull
apprentice out to doe, the full & Just tearme of foure years,
to bee fully ended from the date hereof; The sayd appren-
tice his sd Maister faithfully to serue, his lawfull secrets
keepe, hee shall not play at vnlawfull games, nor vnseason-
ably absent him selfe from his sayd Maisters busines, hee
shall not frequent Tauernes, nor lend, nor spend the goods
or victualls of his sd Maister, without his leaue, hee shall
not Contract Matrimony, or Committ fornication, but truely
& trustily obserue his sd Maisters lawfull Coñmands as a faith-
full servant out to doe/

The sd Maister his sd apprentice shall teach, & Instruct in
the Trade of a Carpenter, to the best of his skill, according
to what his sayd apprentice is Capable of, & alsoe doe prom-
iss to teach him to write & siffer, If hee bee Capable, & to
giue him a set of Towls at the end of his tyme, & to pro-

Jno Maisters
Apprentice
To
Wm Partridge

uide him dūreing the sd apprentishipe, Convenjent Meate
 drinke, lodging & washing, & seaven pounds p Anñ for to
 find him aparell, & provided his Maister shall goe out of the
 County, hee shall not haue him his sayd servant to goe along
 with him, without his sd apprentice Consent/ In witness
 w^{of} Wee haue here vnto set our hands & scales Interchange-
 ably this sixteenth day of Septembr, one thousand six hun-
 dred seaventy foure, 1674 :

John Maisters his marke  (his
 seale)

William Partridg (his
 seale)

Sealed, signed, & Delivered/

In y^e Prsence of us/

Joseph Bolls/

Mary Bolles her

marke/ 

A true Coppy of this Indenture aboue
 written, transcribed & Compared
 with y^e Originall this 20th Octobr
 1674 : p Edw : Rishworth ReCor :

Know all men by these Prsents that I James Johnson of
 Hampton Carpenter doe hereby acknowledg my selfe to haue
 received of Hene : Sayword of Yorke Millwright one bill of
 Twenty pounds beareing date with these Prsents, In w^h bill
 is specifd the tyme place & speties on & In what the sd
 Twenty pounds out to bee payd, as by the sayd bill it doth
 & may more at large appeare, & It is in full satisfaction both
 & as well of all worke that y^e sayd Johnson hath wrought &
 done for the sayd Sayword, before the date here of, vpon
 Accopt & mutuall agreement between them, as alsoe It is in
 full of all the right & Interest y^t the sayd James
 Johnson, had, now hath, or hereafter may haue, by
 vertue of any grant or grants heretofore granted
 to him, or his heyres or assigns by the Towns-
 men, or select men of the Town of Wells, of any Lands
 swamp or swamps River water, or water Courses appurte-

James Johnson
 To
 Hen: Sayword

nances or priuiledges to erect or set vp Mill or Mills, vpon the River of Cape Porpus, in the sayd Town of wells, & doe on the receipt of the sayd bill, & In Consideration there of, fully & amply Grant vnto y^e sd Hene : Sayword all my right & benefitt that I now haue, or may haue by vertue of the sayd grant, & alsoe doe acquit him of all debt & dues from the begining of the world to this day, the abouesd bill accepted, & the some y^rby due/ witness my hand even y^e 23d day of December In y^e yeare of our Lord one thousand six hundred seaventy, 1670 :

James Johnson

Signed & Delivered

In y ^e Prsence of us/	Andrew Searle doth Attest vpon his
John Eaton/	oath this Instrument aboue writ-
Andrew Searle/	ten to bee y ^e Act & Deed of
	James Johnson before mee this
	2 : of Janva : 70 :

Edw : Rishworth Assofe :

A true Coppy of this Instrument transcribed & Compared by the originall this 27 : Octobr 1674 :

p Edw : Rishworth ReCor :


Witness these Prsents that I John Smyth Senjo^r, with the Consent of Joane Smyth my wife vpon severall Considerations there vnto mee moueing, & more especially for y^t naturall affection w^{ch} I doe beare vnto my loueing sun John Smyth, & vpon promiss of his Prsent & Continewed settling with us, in his own house that hee is a bujlding, vpon y^t peece of Land w^{ch} I gaue him adioyneing to my own Land, & of his Ingagement of his helpfullness to my selfe & his Mother about our Occasions, & more Prticularly to helpe mee to Mow six days yearely, & to fence in six Acers of Land next adioyneing to my Land, & vpon his agreement to plant it to y^e halves ; Doe by these Prsents giue grant &

Jn^o Smith
To his Son
John Smith

Confirme vpon my decease soole right & Interest of my house that I now liue in, with one hundred Acers of vpland, with all the outhouseing pastures, Meddows, oarchards, & gardens, with all other appurtenances there vnto belonging, the sayd Land being bounded on the Northwest, with a small Gullet w^{ch} hath a Rocke in the middle, & on the South East Adioyneing to James Jacksons Land, W^{ch} Land I haue hereby given granted, & Confirmed from mee my heyres, executors, Administrators, & assignes, vnto my sd sun John Smyth his heyres executors Administrators & Assigns for euer, provided always It is to bee understood that my sun John is not to haue full possession of the sayd Lands & Meddows as his own proper Interest, & Inioyment of them sooly as his own, vntill the decease of my selfe & his Mother, whose vse & possession thejre of remajnes to them soe long as thejr naturall lifes doe Continew, & further I doe with y^e Consent of Joane my wife, giue & grant alsoe vpon the same conditions as are [160] aboue expressed the full quantity of halfe my Interest, in that fresh Marsh Called by the name of Cape Nuttocke great Marsh, contayneing about seaven or eight Acers, bēg more or less, w^{ch} house houseing Lands, Meddows, pasturs, Oarchards, gardens, & fresh Meddows as aboue mentioned the sayd John Smyth Junjor is to haue & to hould from mee my heyres executors Administrators & Assignes to him his heyres executors Administrators & assignes for ever, with all the profetts priuiledges & appurtenances y^rvnto belonging, or in any wise app^rtayneing, as witness my hand & seale, the 23th day of Octobr 1674 :

John Smyth Senjor

John Smyth Senjor doth acknowledg.
this Instrument to bee his Act &
his Deede to his sunn John this
23 : Octobr 74 : before mee

his marke  (his
seale)

Edw : Rishworth Assofe/

A true Coppy of this Instrument transcribed out of the originall, & there with Compared this 27 : Octobr 74 :

p Edw : Rishworth ReCor :

Witnesseth these Prsents, that I John Purrington now of Yorke, In Consideration of that naturall loue & affection, w^{ch} I doe beare vnto my loueing brother in law, John Penwill of the sayd Toun Mariner, & for severall other good Considerations y^rvnto mee moueing, doe give grant & Confirme vnto the sayd John Penvill, his heyres, Administrators & assigns from mee my heyres Administrators & Assignes, a Certen Tract of vpland w^{ron} lately hee hath now set his house, Contayneing the full quantity of halfe an Aeer of Land, with all Priviledges & appurtenances therevnto belonging, to him the sayd John Penvill his heyres executors administrators & Assignes for euer/ to haue & to hould the sayd Land as aboue expressed from mee my heyres & Assigns for euer/ In witness w^rof I haue here vnto afixed my hand & Seale this second day of Noveb^r 1674 :

Signed sealed & Delivered/ John Purrington (^{his} seal)
 In the Prsence of, John Purrington with y^e Consent
 John Davess/ of his Mother Mis Mary Davess,
 Abra : Preble/ doth acknowledg this Instrum^t to
 bee thejr Act & Deede, this 2und
 of Noveb^r 1674 : before mee
 Edw : Rishworth Assofe/

A True Coppy of this Instrument aboue written, transcribed, & Compared with the originall this 6th day of Novb^r 1674 : p Edw : Rishworth ReCor :

Witness the Prsents, that I Ann Godfrey of Yorke, doe for diverse good Considerations there vnto mee Moueing, & in Consideration of eight pounds already In hand by mee Received, of Hene : Donell, & Samson Anger, both of the sayd Town, bargan sell make ouer & Confirme vnto y^e sd Henery & Samson my soole right & Interest, that I haue,

Ann Godfrey
 To
 Hen Donnel &
 Samson Angier

or euer had or shall haue, of a Certen Necke of Land Contayeing certen Yslands of vpland, & certen Tracts of Marsh or Meddow ground adioyneing there vnto, liing & being on the South side of the River, of Yorke neare vnto y^e Mouth of the sayd Harbour, with vpland & Meddow Contayneing by Estimation Twenty Acers, more or less, I doe freely giue grant & Confirme, to y^e sd Henery Donell & Samson Anger, & to y^r heyres & Assigns for euer, to haue & to hould & peaceably to Inioy the same with out any let or Molestation, from mee or by my means/ In witness w^{of} I haue here vnto set my hand & seale, this fiueteenth day of Novebr 1659 :
Signed sealed & delivered,

Ann Godfrey (^{her}seale)

In y^e psence of

her marke 

Edw : Rishworth

Susanna Rishworth/

This bill of sayle acknowledged p
Mis Ann Godfrey to bee her
Act & deede, this 15th of 9th
1659 : before mee

Edw : Rishworth Assote/

A true Coppy of this Instrument transcribed out of the
originall, & y^rwith Compared, this 13 : 9 : 1674 :

p Edw : Rishworth ReCor :

Know all men by these Prsents, that I John Harker now
liueing at Winter Harbour in the County of Yorke in New
England, for diuerse good Considerations there vnto mee
moueing, & more especially In Consideration of Tenn pounds
to mee In hand payd by William Moore of yorke, In the
same County fisherman, where with I am fully payd Con-
tented & satisfyd, doe giue grant Assigne make ouer &
Confirme, vnto the sayd William Moore his
heyres executors Administrators or Assignes, &
haue hereby given granted made ouer & assign'd
a Certen Tract of Land vpland, & Meddow

Jno Harker
To
W^m Moore

BOOK II, FOL. 160.

adioyneing y^rvnto, being a small Ysland Contayneing the quantity of three Acers bee It more or lesse, with all y^r profetts priviledges & appurtenances there vnto belonging, W^{ch} Ysland is Commonly Called by the name of Harkers Ysland, being & lijng vpon the North West side of Yorke Harbour, goeing vp the River neare vnto the Mouth of the sayd Harbour: To haue & to hould the sayd vpland & Marsh adioyneing there vnto, the sayd William Moore his heyres, executors, Administrators & Assignes for euer, from mee my heyres executors administrators & assignes for euer, & I doe further Covenant & agree with the sayd William Moore y^t the sayd Ysland & Marsh is free & Cleare from all Just Clames, & Prtences of Clames w^{soeuer}, & doe further Ingage to make good the right & Title thereof from all Prsons whatsoeuer, from by or vnder mee/ In witness w^{rof} I haue here vnto afixed my hand & seale this: 17th day of Novemb^r 1674: seizen & possession being now given by John Harker, & accepted there of by William Moore at the date hereof/

John Harker (^{his}_{seale})

Signed sealed & delivered,

his marke 

In the Prsence of/

John Davess/

John Harker doth acknowledg this

John Parker Senjo^r

Instrument to bee his Act & Deede,

his marke **H**

this 17th of 9th 1674: before mee

Edw : Rishworth Assote/

A true Coppy of this Instrument transcribed out of the originall & there with compared this 26: day of Novemb^r 1674: p Edw : Rishworth ReCor :

Witnesseth these Prsents, that I John Frost Senjo^r, Inhabitant of yorke in New England, doe In Consideration of fuetty pounds In hand payd, do alienate & sell, make ouer ratify & Confirme vnto Arther Beale Senjo^r, his heyres Ad-

ministrators or Assignes for euer, from mee my
 Jn: Frost heyres administrators or Assignes, a Certen Tract
 To of Land, lijng & being in the Township of Yorke,
 Ar: Bealle neare the Harbours Mouth, with all appur-
 tenances y^rvnto belonging, to him the sayd Arther Beale
 his heyres, executors, Administrators or Assignes for euer,
 To haue & to hould the sayd Land as aboue sayd, from mee
 my heyres, or Assignes for euer/ In witness w^rof I haue
 here vnto afixed my hand & seale, this Ninth day of No-
 vemb^r 1674 :

Signed sealed & Delive^rd/

The marke of (^{his} _{seale})

John Frost/ 

In the Prsence of us/

John Davess/

Sam^l Donell/

John Frost Senjo^r owneth this Instru-
 ment aboue written to bee his Act
 & deede this 20th of Noveb^r 1674 :
 before mee Edw : Rishworth

Assote/

A true Coppy of this Instrument, transcribed, & Com-
 pared with the Originall this 26 : day of Nov^rber 1674 :

p Edw : Rishworth ReCor :

[161] This witnesseth, that I John Wincoll of Kittery
 in the County of Yorke, in y^e Colony of the Massatusetts In
 New England, for & In consideration of Thyrt^y & fue
 pounds, sterl^g, already received of Nicho : Hodgden of the
 Town aforesd, to full Content & satisfaction, hath given
 granted barganed sould, Enfeoffed & Confirmed, & doth by
 these Prsents for him selfe, his heyres executors & Admin-
 istrators giue grant bargan sell, Enfeoff & Confirme, vnto
 the aforesd Nicho : Hodgden one Messuage, or Tenement
 scituate & lijng in the Town of Kittery aforesayd, & Con-
 tayneing one dwelling house, with vpland & Marsh Contayne-
 ing by estimation about Thyrt^y Acers more or

Jn^o Wincol

To

Nic^o Hodgden

lesse as It is bounded, with the Land of Miles
 Tomson on the South, the River on the West, &
 Burch brooke & Coue on the North, & the high


BOOK II, FOL. 161.

way that Leadeth towards Sturgeon Cricke/ W^{ch} house & land was formly in the yeare 1651: bought of John Heard, & since y^t tyme In y^r possession of the sayd Wincoll, & his Assignes with out Molestation, & now by y^e sd John Wincoll sould vnto y^e sayd Nicho: Hodgden; To haue & to hould the aboue barganed Premisses, with all the appurtenances & priuiledges there vnto belonging, to him the sayd Nicho: Hodgden, his heyres executors, administrators & Assigns for euer, the same to defend against all Prsons w^{ts}o-
euer, Claymeing any lawfull right title or Interest in, or to any of the aboue barganed Premisses, or any part or Parcell thereof, by from or vnder the sayd John Wincoll or his heyres executors administrators or Assigns, & for Confirmation of y^e treuth here of y^e sd Joⁿ Wincoll hath here vnto set his hand & seale this sixteēth day of June, In the yeare of our Lord, One thousand six hundred seaventy & foure/

Signed sealed & delivered/ John Wincoll (^{his}seale)

In the Prsence of/

Isacke Stocks his

marke 

William Ash his

marke/ 

This Instrument aboue written was

Acknowledged to bee the Act &

Deede of Mr John Wincoll, this

17th day of July 1674: before mee

Roger Playstead Assofe/

A true Coppy of the Instrument aboue written transcribed,
& Compared by the originall this first day of Decemb^r 1674:

p. Edw : Rishworth ReCor :

Bee It known vnto all men by these Prsents, that I Francis Littlefeild Senjo^r of Wells in the County of yorke In New England, for a valeuable Consideration of full satisfac-
tion, already received in hand, doe from mee my heyres, executors, administrators & assignes, covenant, sell, Assigne & make ouer, & by these Prsents haue barganed sould & doe Confirme a Certen Parcell of sault Marsh, lijng, & being in

Wells at Agunquett, bounded by the River, wch
 Fran: Littlefield runnes from Ogunquett towards the Necke of
 To Land, & the sea Wall, vnto John Manning of the
 Jm Manning aforesd Town & County, his heyres executors,
 administrators & Assignes, to haue & to hould, & peaceably
 Inioy for ever, with all the appurtenances priuiledges, &
 Conveniences there vnto belonging, with the Thatch bankes
 & skirts of Marsh, which in all Contaynes about fīue or six
 Acers bee It more or lesse & further I doe Ingage to defend
 & Mantayne, the sayd Title to bee firme & good vnto y^e
 sayd Manning & his assignes for euer/ w^rvnto I haue set my
 hand & seale this three & Twenteth day of Febru: In y^e
 yeare of our Lord, Anno Dom̃: one thousand six hundred
 seaventy three/ Fran: Littlefeild Senjo^r/ (^{his}seale)
 Signed sealed & Delivered/ Rebeccah Littlefeild her

In the Prsence of us/

marke 

Jos: Bolls/

Jonathan Hamonds/ Francis Littlefeild Senjo^r, appeared
 the first day of Aprill 1674: &
 did acknowledg this Instrument
 to bee his free Act & deede ac-
 cording to y^e Teño^r thereof, before
 mee Bryan Pendleton Assofe

A true Coppy of This Instrument aboue written tran-
 scribed out of the Originall, & there with Compared this
 17th day of Decemb^r 1674: p Edw: Rishworth ReCor:

To all Christean people whom these may Concerne/ Know
 yee that I Francis Backeus of Wells In the County of Yorke
 in New England, for & In Consideration of Tenn pounds, to
 mee In hand payd by Thomas Manning of Ipswich, in the
 County of Essex Carpenter, as alsoe for diverse other good
 Causes & Considerations, mee there vnto espetially moueing,
 haue granted barganed & sould, & by these Prsents doe

BOOK II, FOL. 161.

grant bargane sell, & Confirme all my right title
 Fran: Backeus & Interest of foure Acers of Meddow, lijng &
 To being in two Parcells, both Prcells being in the
 Tho: Manning Town of Wells, & next adioyning vnto the
 Meddow, of Leefsten Joⁿ Littlefejd on the West side, &
 ould Agnes Littlefejd on the East side, being one Parcell &
 the other Prcell scituate lijng & being, on the East side of the
 sayd Agnis Littlefejlds Meddow, & on the West side of
 the Meddow of John Cross Senjo^r/ To haue and to hould,
 the sayd Premisses, with all the priuiledges & appurtenances
 there vnto belonging, to him the sd Thomas Manning his
 heyres executors Administrators or Assignes for ever from
 mee the sayd Francis Backeus my heyres executors Admin-
 istrators & Assignes, without any molestation lett or hinder-
 ance from mee or any vnder by or from mee, by any Clayme
 or Prtence w^hsoeuer, for the true Prformance where of to bee
 made good, I bind mee my heyres, executors, & Administra-
 tors in the poenall some of Twenty pounds of Lawfull money
 of New England/ In witness w^hof I haue here vnto sett my
 hand & scale this Eight day of Octobr in the yeare of our
 Lord Anno Domⁱ: one thousand six hundred seauenty foure/
 and In the six & twentieth yeare of our soueraign Lord
 Charles the secund by the grace of god, of England Scotland
 France & Ireland King, Defend^r of the faith &c :

Signed sealed & Delivered/ Francis Backeus (^{his} _{scale})

In the Prsence of/

Jonathan Hammonds/ Francis Backeus, & his wife Rebec-
 Jos : Hammonds/ cah Backus, doe own this Instru-
 ment aboue written to bee y^r Act
 & Deed, acknowledged in Court
 this 7th of Octobr 74 : as Attests

Edward Rishworth Assotiate

A true Coppy of this Instrument aboue written transcribed
 & Compared with the Originall this 22 : day of Decemb^r
 1674 : p Edw : Rishworth ReCor/

To all Christian people whom this may Concerne, Know yee, that I John Barret of Wells in the County of Yorke In New England, Planter, for diverse good Causes & Considerations, mee there vnto moueing & more especially, for & in consideration of a valewable some of full satisfaction to mee already in hand payd by Thomas Manning, doe from mee my heyres executors, Administrators & Assigns, bargane & Couenant, sell Assigne & make ouer, & by these Prsents haue barganed Couenanted sould, Enfeoffed, & Confirmed vnto the aforesd Thomas Manning, of Ipswich In the County of Essex in New England Carpenter, his heyres executors Administrators & Assignes, a Tract of vpland scituating & being in the Town of wells bounded as followeth, the lower end next the sea, begining & butting vpon Mr Sañll Wheelwrights Farne, lijng on the North East side [162] of John Cloyse his Land, and to runne thyrty pooles in breadth Eastward, & vp into the Countrey, till one hundred & fiuety Acers bee fully Compleated, vpon the same Lyne as other Lotts, adioyning to it runnes, togeather with seaven acers of Meddow bee It more or lesse, scituating & being in the Township of Wells at a place Commantly known by the name of Duxbury, vpon the westernmost branch of Ogunquet River, & Adioyning to the Meddow of Nathⁿ Maisters, with all the profetts priuiledges & appurtenances there vnto belonging: To haue & to hould, & peacebly to Inioy for euer, & hereby do couenant & Ingage y^t y^e sd Tho: Manning & his heyres shall quietly & peacebly the Premisses Couenanted & sould with out any lett, hinderance, or molestation, from any either from by or vnder mee Notwithstanding any Clayme or Prtence whatsoever/ For the reall & true Prformance of euery part of the Premisses sould, to bee made good to y^e sd Thomas Manning, his heyres executors Administrators & Assignes, I bind my selfe my heyres executors administrators in the pœnall some of one hundred pounds Current money of New England/ In witness w^tvnto I haue subscribed my hand &

Jⁿe Barret
To
Tho: Manning

seale, the second day of Novemb^r In the yeare of our Lord Anno Domⁱ: one thousand six hundred seaventy foure, & In the six & Twenteth yeare of the Reign of our Soueraigne Lord Charles y^e second, of England Scotland, France & Ireland King, Defend^r of the faith &c :

Signed sealed, & Delivered,

John Barret *f* (^{his}_{seale})

In the Prsence of/

Thomas Baston/

Jonathan Hammonds/

John Barret with the free Consent
of Elizabeth Barrett his wife,
doe own this Instrument aboue
written, to bee y^r Act & Deede,
before mee this 14th day of No-
vemb^r 1674 :

Edw : Rishworth Assotiate

A true Coppy of this Instrument aboue written transcribed
out of the Originall, & y^rwith Compared, this 28 : of Decemb^r
74 : p Edw : Rishworth ReCor :

Let all men know by these Prsents, that I John Readman
of Hampton, blacke smyth, for & in Consideration of the
some of Thyrtty pounds, of Lawfull money, & other good
pay, in New England to mee in hand payd & secured to bee
payd by the hands of Henery Sayword of the
Jn^o Readman Town of Yorke, In y^e County of yorke, haue
To barganed alienated sould, transferred & set ouer,
Hen: Sayword & by these Prsents doe giue grant, bargajne,
aliene, & sell, transferr & sett ouer, vnto the sayd Henery
Sayword, all that Lott, or Tract of Land, scituate & lijng &
being in yorke by the River of yorke, on the Easter side of
the sayd River, & bounded by the yorke Mill Cricke, on the
North West or there abouts, & by the Land of Hene : Lynns,
his heyres executors, Or Assignes on the South East, & soe
to the North West vnto & by on a direct Lyne, vntill fluety
Acers bee Completed, or there abouts which is the demen-

tions of the sayd Tract : Which Land was in the Tenour of Thomas Gorges Esq^r, and freely given & granted vnto Margerett Knight, the late wife of the sd John Readmā : by the sayd Gorges : And now at the date of these Presents, the sayd John Readman doth declare & promiss vnto all Prsons that hee the sayd Readman, is lawfully ceazed, possessed, & Interested, of & in the sayd Land, as his proper Right, & Title, & Inheritance for euer, as free houl^t, Hath & hereby doth grant for him his heyres, executors, Administrators & Assignes, to haue & to hould the sayd Tract of Land & Marsh, If any there bee, with thejr, & any of thejr appurtenances profetts, Emoluments & Commoditys w^tsoeuer, vnto him the sayd Henery Sayword his heyres executors, Administrators & assigns for euer, sau^ed & kept harmeless, or otherwise warranted & discharged against him the sayd John Readman, his heyres, executors, administrators or assignes, & from all other, & all manner of Prson or Prsons whatsoever, lawfully Claymeing the sayd Tract of Land, or any part or Preell thereof/ In witness hereof I the sayd John Readman, haue here vnto set my hand & scale, even the sixth day of July, in the yeare of our Lord god, one thousand six hundred seaventy & one/

Sealed & delivered

John Readman (^{his}_{scale})

in y^e Prsence of us/

Andrew Searle/

This Instrument acknowledged in

Fran : Raynes/

Court this sixth day of July

Ephraim Marston/

1672 : p John Readman to bee

John Manning/

his own Act & deed, before

Edw : Rishworth Asso^te/

A true Coppy of this Instrument transcribed out of the originall, & there wth Compared this 12 : day of Janv : 1674 :

p Edw : Rishworth ReCor :

This Indenture made the Twentieth day of Aprill, in the one & Twentieth yeare of the Reign of our Sovereigne Lord

Charles the second, by the Grace of god, of Engld Scotland, France, & Ireland King, Defend^r of the faith &c: Between Daniell Moore of Portsmouth In the River of Piscataq, blacke smyth, on the one Party, & Andrew Newcomb of Kittery In the County of Yorke fisher man of the other Party, Witnesseth that the sayd Danjell Moore, for & in

Consideration of the some of fifety eight pounds

Dani Moore of Lawfull pay of New England, in hand before


To the Ensealeing & delivery of these Prsents,

And: Newcombe well & truely payd, the receipt Whereof the sayd

Daniel Moore doth hereby acknowledg, & him selfe to bee fully satisfyd contented & payd & thereof, & of euery part Parcell & penny there of, doth acquit exonerate & discharge, the sayd Andrew Newcombe his heyres executors, & Administrators, & euery of them for euer by these Prsents; Hath granted barganed & sould, aliend Enfeoffd Convayed, released Assured, delivered & Confirmed, & by these Prsents doth grant bargane & sell aliene Enfeoff, Convay release Assure, deliver & Confirme vnto the sayd Andrew Newcombe his heyres & Assignes all that dwelling house scituate liing & being in Kittery aforesayd, Neare vnto Thomas Spynmys, sometymys heretofore in the Tenour & Occupation of James Emberry, & late in the Tenour & Occupation of the sayd Daniell Moore; And also all those six Acers of Land, bee It more or less Adioyning to the sayd dwelling house at a place there called Emberrys poynt, or by what other name or names soeuer, the same is or hath been Called & known togeather alsoe with all ways paths passages, trees wayes waters Comānes Easements profetts Commoditys Advantages, Emoluments & hæriditaments, & appurtenances w^tsoeuer to the sayd dwelling house & Land belonging or in any wise app^rtayning/ And alsoe all the Right Title Clayme, vss possession Reversion Remaynd^r & demand whatsoeuer of him the sayd Danjell Moore, of in & vnto the sayd Premisses, & of in & vnto euery or any part or Prcell thereof, to haue & to hould the sayd dwelling house & Lands, & euery part & Par-

cell there of, & all trees wayes waters paths passages Com-
 anes, Ease^mes profetts Commoditys, advantages Emolu-
 ments, heridataments & appurtenances w^tsoeuer, vnto the
 sayd Andrew Newcombe his heyres, & Assignes for euer, to
 the onely soole proper vss benefitt & behoofe of the sd Andrew
 [163] Newcombe his heyres & Assignes for euer, & to & for
 noe other vse Intent & purpose whatsoeuer, & the sayd Dan-
 jell Moore for him his heyres executors & Administrators, &
 for all & euery of them doe hereby Covenant promisse & grant
 to & with y^e sayd Andrew Newcombe his heyres & Assignes,
 & to & with euery of them by these Prsents, that hee the
 sayd Andrew Newcombe his heyres & assigns & euery of
 them shall & Lawfully may from tyme to tyme, & at all
 tymes for euer hereafter, quietly & peaceably haue hould,
 vse occupy possess & Inioy to his & there own proper vse &
 behoofe all & singular the sayd before hereby granted &
 barganed Premisses, & euery part & Parcell thereof with the
 appurtenances freed acquitted & discharged, or otherwise
 well & sufficiently saved, & kept harmeless of & from all &
 all maⁿer of former & other barganes sayls gyfts grants
 Leases Joynters Dowers, Titles, troubles, charges, & Incom-
 berances w^tsoeuer heretofore had made Committed suffered
 or done or to bee had made comitted suffered or done by
 the sayd Danjell Moore his heyres executors Administrators
 or Assignes, or any of them, or of or by any other Prson or
 Prsons w^tsoeuer, lawfully Claymeing from by or vnder him or
 either of them/ In Witness whereof the partys aboue named,
 to these Prsent Indentures, Interchangeably haue set thejr
 hands & seales the Day & yeare first aboue written, 1669 :
 Sealed & Delivered in the

Prsence of
 Abra : Corbett/
 Nicho : Tuckerman/
 Francis Champernown/
 Stephen Edwards signe/

The marke of
 Danjell  Moore <sup>(his
seale)</sup>



A true Coppy of this Instrument transcribed out of the
 Originall & there with Compared this 14 : day of Janv : 1674 :
 p Edw : Rishworth ReCor :

Know all men by these Prsents, that I John Cutt of Ports-
 mouth in Pischataq In New England M^rchant for & In Con-
 sideration of the some of Thyrtý pounds Current pay of
 New England, in hand payd by Sa^mll Fernald of the same
 place, shipwright, where with I acknowledg my selfe fully
 satisfyd, contented & payd, by these Prsents haue barganed

& sould, & by these Prsents do bargan sell
 Jn^e Cutt aliene assigne, Enfeoff, Convey, release, deliuer
 To & Confirme vnto y^e sayd Sa^mll Fernald all that
 Sam: Fernald my house & Land, formerly in the Occupation of

Andrew Newcombe, & given vnto mee vpon execution, at the
 County Court held In Wells July 1674 : Which sayd Land
 Contayns about or between fíue or six Acers more or less,
 scituate, lijng, & being next vnto the Land of Spinny on Kit-
 tery side, being bounded by the mane River of Pischataq on
 one part there of, & a Coue or Cricke on the other part, &
 the sayd Spiñys on another part, with all trees woods, vnd^r-
 woods, priuiledges & appurtenances there vnto belonging, or
 app^rtayneing ; To haue & to hould the sayd house, & fíue or
 six Acers of Land, adioyneing, bee It more or less, to him
 the sayd Sa^mll Firnald his heyres executors, Administrators
 or Assigns for ever, to & for noe other vse intent or pur-
 pose w^tsoeuer, without the Lett or hinderance of mee the
 sayd John Cutt my heyres executors, Administrators or
 assignes, or any other Prson from by or vnd^r mee or them,
 & further I the sayd John Cutt doe hereby premiss to
 defend the Title of the before hereby barganed Premisses,
 against the sayd Andrew Newcomb, & all other Prsons from
 by or vnder mee, laijng lawfull Clame to the same, from by
 or vnder mee, the sayd John Cutt, my heyres executors &

Administrators & here vnto I bind mee my heyres executors
& Administrators vnto the sd Samell fernald his heyres,
executors, Administrators or assignes/ In witness w^rof haue
to these Prsents set my hand & Seale the eight day of Jan-
uary, one thousand six hundred seaventy foure, 1674 :

Signed sealed & Delivered/

John Cutt (^{his}_{seale})

In the Prsence of/

ffran : Morgan/

Benja : Starr/

This 8 : of January 1674 : Mr John
came & acknowledged this Instru-
ment to bee his free Act & Deede
before mee

Elyas Styleman Commissio^r

A true Coppy of this Instrument aboue written tran-
scribed, & Compared with the Originall this 25th day of
Febru : 1674 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Arther Beale
Senjo^r of Yorke, doe acknowledg my selfe to bee Justly
Indebted vnto John Frost Senjo^r of yorke the full & Just
some of fuetty pounds, being in Consideration of a Tract of
Land bought of the sayd Frost, with houses &
all appurtenances y^rto belonging, and the aboue-
sayd some to bee payd as followeth in fiae years
tyme/ begining at y^e date hereof, to say Tenn

Arthnr Beale
his Bond
To Jhn Frost

pounds in y^e yeare one thousand six hundred seaventy fiae,
& Tenn pounds in the yeare one thousand six hundred
seaventy six, & tenn pound in the yeare one thousand six
hundred seaventy seaven, & Tenn pounds in the yeare one
thousand six hundred seaventy eight, & tenn pound in the
yeare one thousand six hundred seaventy nine, & the pay
to bee in fish or beife, or porke, or staues, & to bee
delivered at Convenjent places, at prices Current, & vpon
the non payment of either yeare, to bee lawfull for the sayd
Frost to make his reentry, & for y^e Prformance hereof the

BOOK II, FOL. 163, 164.

sayd Beale, doth bind him selfe, his heysr executors, or
Assigns, vnto the sd John Frost, his heyres executors or
Assigns as witness my hand & seale, this 10th day of Noveb
1674 :

Arther Beale (^{his}_{seale})

Signed sealed & Delivered/
in the Prsence of us/

his marke 

John Davess/

Arther Beale doth acknowledg this

Samuell Donnell/

Instrument or writting aboue writ-
ten, to bee his free act & deed, this
10th day of Febru : 1674 before mee

Edw : Rishworth Assofe :

A true Coppy of this Instrument transcribed, & Compared
with y^e Originall this 25 : day of Febru : 1674 :

p Edw : Rishworth ReCor :

Articles, Couenants, & Conditions of agreement be-
tween Henery Sayword of Yorke Millwright, of
the one party, & Thomas Paty of the Town of
Wells Weauer on the other Party, had made &
Concluded on the Twenty ninth day of Decemb^r,
Anno Domⁱ 1670 :

Inp^{rs} That W^{ras} the abouesd Henery Sayword, togeather
with the sayd Thomas Paty, haue obtayned a grant of &
from the Town of Wells, of the priuiledg of Cape Porpus
River, with in the sayd Town of Wells, with free lyberty for
[164] them or y^r Assignes, to sett a Saw Mill on the sayd
River, togeather with Tymber for the vss, & to bee sawn by
the sayd Mill, & other priuiledges : Now these Prsents Wit-
nesseeth, that y^e sayd Thomas Paty, for Certen good Causes
& Considerations hereafter in these Prsents, hath Assigned
transferred, & for euer set ouer vnto the sayd Soward, & his
Assigns all his right Interest tytle and Clame that hee had
hath or might haue, vnto the sayd River or place, or priui-
ledg to sett a Mill vpon, as aforesd, by vertue of the sayd

grant of & from the sayd Town, or any part there of, And
the sayd Thomas Paty doth hereby promiss, cou-
Tho: Paty enant from him selfe & his heyres executors
& Administrators & Assignes, that hee the sayd
Hen: Sayword Hene: Sayword, shall & may from tyme to tyme,
& at all tymes hereafter, quietly & peaceably Erect bujld, &
Continew a saw Mill or Mills on the sayd River, with out
the lett denyall, disturbance or Interruption, of him the sayd
Paty his heyres, executors Administrators or Assignes, or of
any other Prson or Prsons Clameing from by or vnder him
or vnder his grant or Title/

Item/ The sayd Henery Sayword, for & in Consideration
here of, for him selfe his heyres executors & Administrators,
doth hereby Covenant & promiss to & with y^e sayd Thomas
Paty That y^e sd Tho: Paty or his Assignes, shall haue free
lyberty to bring Loggs, to y^e sayd Mill When Erected, to
bee sawn at y^e sd Mill, & the sayd Paty shall haue all such
boards as shall bee Cutt by one of the saws that goeth in the
sayd Mill, for the space & tyme of one yeare, or twelue
Compleat Moenthz vidz^t one Moenth the next fall, of the
yeare after the sayd Mill is made fitt, to goe & saw, & fve
Moenthz the next summer after, & six Moenthz the secund
summer after, the secund Moenth to begine where the first
ended, and the third sawing to begine w^r the secund ended,
soe to haue what can bee sawn in the sd Twelue Moenthz of
y^e yeare, & alsoe to haue free Lyberty to cut good pine
loggs, for all tyme afterwards, dureing the Continewance of
the sd Mill, & bring them vnto y^e sd Mill on his own Cost &
charge, & the sd Sayword to saw them or cause them to bee
sawn the next sumer after, & the boards soe sawn of such
Loggs or planke or slit worke, to bee æqually deuided,
between the sayd Sayword & Paty, or thejr Assigns, & free
lyberty to Cut y^e sayd loggs, on any grant belonging to y^e
sayd Sayword in Wells or else where/

Item The sayd Henery Sayword doth further Couenant
that It shall bee lawfull for the sayd Thomas Paty, or his

Assignes, to Cut grass & make hay in vpon that Marsh that
y^e sayd Sayword hath by vertue of the Gen^{ell} Courts order
vp in y^e Countrey out of the bounds of the Town of Wells
sufficient for eight oxen euery yeare, while they do draw
loggs for the sayd Mill, & alsoe the sayd Paty or his Assigns
euery yeare for the tyme to come, some tyme in Septemb^r
to giue notice vnto the sayd Sayword or his successors, w^t
men & oxen hee will Imploy, to draw loggs that yeare
Insewing, that y^e sayd Sayword bee not dammyd, nor his
Mill hindred/ In witness here of, Wee haue here vnto these
Covenants set our hands & seales, euen the day & yeare
aboue written/

Thomas Paty (^{his}_{seale})

Sealed & delivered

In y ^e p ^s ence of us,	Cap ^t John Davess, & Andrew Searle,
John Davess/	doe Attest vpon y ^r oaths that this
Andrew Searle/	Instrument aboue written is the
	Act & deede of Thom ^s Paty, before
	mee the 2 : of Janv : 70 :

Edw : Rishworth Asso^{te}/

A true Coppy of this Instrument aboue written, tran-
scribed & Compared with the originall this 26 : day of
Febru : 1674 : p Edw : Rishworth ReCor :

Witnesseth these Prsents, that I John Davess Inhabitant
in yorke, in New England for diverse good Causes, & In
Consideration of the affection w^{ch} I beare, vnto my Loueing
son in law, John Penwill Mariner, & now Inhab-
itant in the Town of Yorke, do giue grant &
Confirme, & set ouer vnto my sd son in law John
Penwill, his heyres executors Administrators or
Assignes, the one halfe part of a ware house and wharff lijng
in yorke neare Sampson Angers, with all priuiledges &
appurtenances y^rvnto belonging, to him the sayd John Pen-
will, his heyres, executors, administrators or Assignes for

Davis
To
Penwill

ever to haue & to hould, the sayd Land as aboue expressd,
from mee my heyres executors Administrators or assignes
for ever/ In witness W^rof I haue here vnto afixed my hand
& seale this 27 : day of Febru : 1674 :

Signed sealed & Delivered/ John Davess (^{his}seale)
In the Presence of/ Cap^t John Davess owneth this In-
Shuball Dummer/ strum^t aboue written to bee his
Peter Weare Senjo^r/ Act & Deed, this j : day of
March 1674 : before mee
Edw : Rishworth Asso^fe/

A true Coppy of this Instrum^t transcribed ; & Compared
with Originall this 4th day of March 167⁴ p Edw : Rishworth
ReCor :

To all Christean people to whom these Presents shall come
greeteing/ Know yee that I willia[~]: Johnson of Yorke Car-
penter with the Consent of my wife, Hannah Johnson, hath
by these Prsents barganed sould & sett over vnto Isack
Everest, a Certen Lott of Land, lijng & being or butting
vpon the path, which goeth from the sayd Town
of Yorke, vnto Henery Saywords Mills, on the
North west side of the sayd Path ; The lott Con-
tayneing in breadth Twenty two pools & an halfe
in breadth, as It is soe bounded the lot of Sargeant John
Twisden is on the Eastward side of the sd Lott, & y^e lot of
Mr Lewis Beanes on y^e Westward side thereof & soe the
sayd Lott is to runne backwards vpon a North & by East
lyne, vntill fiuteen Acers bee fully Compleated, for & In
Consideration of the sume of Tenn pounds, in good &
Current pay of New England, to mee in hand payd, before
sealing here of, & doe by these Prsents, bind mee, my
heyres, executors, Administrators, & Assignes, vnto Isacke
Everest, his heyres, executors, Administrators & Assignes,
that hee & they shall, from tyme to tyme, & at all Tyms,

W^m Johnson
To
Isaac Everest

quietly & peaceably Inioy all the sayd lot of Land, & euery part & Parcell there of, with all the benefit w^tsoever growing or Issewing out of or vpon the sayd Lott, of Land, Which sayd Lott of Land, was given vnto mee by the Towns men of Yorke, & haue hereby sould all & euery part & Preell thereof, & doe fully & wholly acquitt & discharge the sayd Everest, from all Titles, Troubles, & Incomberances whatsoeuer, of Dower, or Title or Dower, of my now wife Hannah Johnson, or any Prson, or Prsons whatsoeuer, & for the true Prformance w^r of Wee haue herevnto set our hands, & seals this 10 : day of Janv : 1669 :

Signed sealed & Delivered

Willia[~] : Johnson


in the Prsence of/

his marke  (his
se . .)

John Twisden/

Hannah Johnson her
(seale)

Tho : Bragdon his

marke/ 

William Johnson, & Hannah Johnson his wife doe own this Instrum^t to bee y^r Act & deed this first of March 1674 : before mee
Edw : Rishworth Assõe :

[165] Memorand[~] : quiet & peaceable possession was given, by the sayd William Johnson vnto the sayd Isacke Everest this 10th of January 1669 : In the Presence of/

Peter Weare/ John Twisden/

A True Coppy of this deede with in written transcribed ; & Compared with the originall this 4th day of March 167 $\frac{1}{2}$ p
Edw : Rishworth ReCor :

Articles of agreement made between the Select men of the Town of Yorke on the one Party, & Henery Sayword of the sayd Town Millwright, on y^e other party/

1 : The sayd Henery Sayword doth hereby Ingage him selfe, & his Assignes, vnto y^e Townsmen in the behalfe of the sayd Town, to bujld or cause to bee bujlt for the Town

of yorke, a good sufficient meeteing house of the dementions as followeth/ The sayd house is to bee fourty foote in length, Twenty eight foote in breadth, & sixteen foote stooode between Joynts, to haue two diamiters one at each end, & a Compleate Turret on the Topp, & a pullpet Convenjent for the minister, with a Table fit for y^e sayd house/

2: The sayd Meeteing house is to bee sufficiently flored, with good two Inch planke, & thoroughly finished with Convenjent seates, sutable for an house of such a proportion, w^{of} the two fore seats, the one for the men, the other for y^e wifine, to bee made with barresters/

3: The sayd Hene: Sayword, doth ingage him selfe to Inclose the sayd Meeteing house, with good sound planke slabbs three Inches thicke, & to Batten the sd
 York Selt: Men
 &
 Hen: Sayword planke sufficiently on the out side, & to civer It with good inch boards on the topp, & with Inch & $\frac{1}{4}$ boards vnderneath, & to make two sufficient doores in the sayd house, & eight or ten windows, W^{ch} shall bee most necessary, onely the Towne is to find nayls & glass for all the sayd house/

4: Hee doth further promisse to helpe to raft down the Tymber, When the frame is ready to bee brought down to the Towne, & to send one or two hands If neede require to helpe down with the raft, wⁿ the Town doth send vp for the same/

5: Henery Sayword doth Ingage to secure those Marshes of Edw: Rishworths in y^e ould Mill Cricke, as alsoe those Marshes on that side the River belonging to y^e Town from any damage w^{ch} may accrew from him selfe, or any others that shall draw Tymber for him, by his or there oxens treadinge or eateing vp of the same/

6: Hee the sayd Sayword doth further Ingage him selfe that y^e sayd house according to its severall dementions as aboue expressed, shall bee begune & finished at or before the last of August next Insewing (onely the Turrett, the place w^{of} in the meane tyme hee is to make tite by Inclos-

ure) with the dyameters, & some part of the seats, w^{ch} hee hath lyberty to make & finish vntill the 14 : of May followg 1667 : for the true Prformance of the Premisses, all & euery part there of, I the sayd Henery Sayword doe Ingage my selfe & my Assignes, In a bond of Two hundred pounds, vnto the Select men of y^e Town of Yorke/

vpon Henery Sayword his bujlding & finishing of the meeteing house, & Prformance of such other Conditions, as here are with in expressd, Wee the Select men of the Town of Yorke, doe Ingage our selues in the Towns behalfe, to make good vnto the sayd Sayword, or his Assigns these Considerations following/

1 : Wee doe giue vnto him the free vsse & Lyberty of the pine swampe, lieng vpon the South West side of Yorke River, to Cutt pine Tymber, for the vss of his saw Mills, begining on the westernmost side of the sayd Cricke, & soe backe two miles from the river side, soe fare as the bounds of the Town doth extend, the vss of which Tymber shall bee rent free, for the full Tearme of six years from the date here of, ammounting in the whoole to y^e valew of fourty eight pounds/

2ly Wee doe further grant & give vnto the sayd Henery Sayword, & his assigs for ever, according to what Interest the Town hath therein, one Tract of Land lieng & being on the furthermost side of the River, adioyneing to y^t Tract & Prcell of Land, w^{ch} formerly was Tho : Beesons, & now the sayd Land is in the possession of Edw : Rishworth, Contayneing the quantity of three hundred & fiuety Acers, & a Prcell of Grassy swampe about Twenty Acers lieng neare there vnto/ & one Prcell or two of Meddows or swamps, to make Marshes of whither they doe ly behind or about that Land aforesd, or within or behind any part of that swampe, w^h Hene : Sayword Cutts his loggs, soe fare as the bounds of the Town doth extend, in case such a Meddow, or Meddows can bee found/

3ly Wee doe likewise grant, & giue vnto him one hundred

& fiuety Acers of Land liſng & being between ſcituatē Marsh, & Cape Nuttacke pond, neare vnto which there are three ſlippes of Marsh, as alſoe Twenty Acers of grassy ſwamp, bee It more or leſſe/

4ly Wee doe likewise grant vnto the ſayd Sayword an Addition of twenty pooles, to bee added to the Northerly bounds of his home lott, according to y^e full extent there of, & thyrty pooles of Land to bee added to Abra : Prebles lott, liſng next Hene Saywords Land, on Condition that y^e ſayd Preble doe grant Hene : Sayword a Conuenjence for watering of his Cattle, out of his own Land/

5ly, Wee doe further Ingage, according to the beſt right the Town hath, or ſhall haue in the Tymber, & Lands aforeſd, & doe Confirme the Premises vnto the ſayd Hene : Sayword, & his Assigns as aboue expreſſd, provided hee or they doe pay, or Cauſe to bee payd Annually ſuch cheefe rents, vnto ſuch proprietor or proprietors vnd^r his Maieſty, as from tyme to tyme, ſhall haue pouer to demand, & require the ſame, & If it ſoe fall out, that through the Change of Tyms, the ſayd Hene : Sayword, ſhould bee deprived of y^e Tymber or Lands or any part there of w^hy hee cannot Inioy it or them as aboue expreſſd, then Wee Ingage to make good the valew of what may bee taken away, either in whoole or in part from the ſd Henery Sayword, vnto him in honeſt m^{ch}atble pay, the full Computation thereof for finiſhing the houſe, amounting to one hundred & twenty pounds, W^h payd by this agreement the rent of the Tymber cometh to fourty eight pounds & the Lands to ſeaventy two pounds, out of w^h rent or Lands, according to w^t part there of is or may bee taken away, Wee promiſſ to make a proportionable allowance as aforeſd, for y^e ſame answerable to y^e valew thereof/

6ly Wee doe likewise promiſſ to remoue the ſeats from the ould Meeteing houſe to the new at the Towns Charge, w^r being remoued Hene : Sayword doth Ingage, to place them there at his own Charge for y^e moſt conuenience/

And further Wee the Select men as Intruſted for y^e Town,

BOOK II, FOL. 165, 166.

In the Towns behalfe doe Ingage in a bond of Two hundred pounds, vnto Hene : Sayword vpon the fullfilling of his Covenant, & Conditions w^hy hee stands obledgd to us, to Prforme our agreements as aboue mentioned vnto the sayd Saword/

[166] In testimony w^hof, I haue here vnto put my hand & Seale, this 2und day of March, In the seauenteenth yeare of our soveraign Lord the King, Charles the 2cund 1665 :

Sealed signed & delivered/ Henery Sayword (^{his}_{seale})

In the Prsence of/

Samuell Wheelewright/

Samuell Austine/

Wee the Select men of the Town of yorke, & Henry Sayword, doe mutually agree, Conclude & stand to this Covenant made about bujlding the meeteing house, in all Prticulars there in mentioned to all Intents & purposes, onely doe Consent, that y^e tyme for the bujlding of the sd house, shall bee Inlarged, vnto the last day of August next Insewing, at w^h tyme according to former conditions mentioned in the Couena^t aboue sayd is to bee done & finished, as Witness my hand this 8th day of June 1667

I further agree that for feare of the want of nayls, that the house must bee done w^h stoods/

Witnesses/

Henery Sayword/

William Hooke/

Thom^s Withers/

A true Coppy of this Instrument
aboue written, & the post script
vnder written transcribed out of
the originall, & y^r with Com-
pared this first day Aprill 1675/

Edw : Rishworth ReCor :

Ric^d
Pott's Bond
To
Edw^d Creeke

This bill bindeth mee Richd Potts of Cascoe
bay fisher man my heyres executors, & Adminis-
trators, to pay or Cause to bee payd vnto Mr
Edw : Creeke of Boston his heyres executors

administrators or assignes, the some of seaven pounds tenn shillings, Current money of New England vpon demand/ witness my hand this tenth day of Novemb^r sixteen hundred seaventy & one/

James Barber his marke



Richard Potts/

Henery ffinch/

James Barber & Henry ffinch testify that they were Present & did see Richd Potts signe & Deliuier this bill as his Act & deed/ sworne vnto March 9 : 167 $\frac{1}{2}$: before mee Edw : Ting Assist^t

A true Coppy of this bill with y^e Attests transcribed & Compared with y^e originall this 6 : Aprill 1675 : p Edw : Rishworth ReCor :


Know all men by these Prsents y^t I Richd Potts of New
Dameres Coue doe acknowledg mee my heyres &
 Assignes to ow & stand duely Indebted vnto
 Hene Kembal & Edw : Creeke both of Boston,
 thejr heyres executors Administrators or assignes
 in the full & Just some of seaventeen pounds Eleven shillings
 two peence, due to bee payd at or vpon the tenth day of
 June next Ensewing thè date here of, in good M^rchable fish
 or refuge fish at price Current, & y^rvnto I bind mee my
 heyres & Assigns firmly by these Prsents, as witness my
 hand this 7th of Decemb^r 1672 :

Witness here vnto/

Richd Potts/

William Hobby/

William Hobby & Josua Hewes

The marke of  Ann

Jujo^r, testify vpon oath that

Hobby/ Josua Hewes/

they were Present, & did see

Ric : Potts signe & deliuier the

bill aboue written as his Act

& deed/ Josua Hewes alsoe testifys y^t hee him selfe & Fran : Tebbet were Present & did see Hene : Kembal set his hand vnto the Assignment written vpon y^e backe side of y^s bill/

Taken vpon oath this 9th March 167 $\frac{1}{2}$ before mee Edw : Tyng Assisť :

Know all men by these Presents y^t I Henery Kemball with in written doe Assign ouer vnto Edw : Creeke with in written or his Assignes, all my right title & Interest of this with in written bill, to bee his whoole Interest or his Assignes, In witness w^rvnto I haue set my hand this 9th day of Decemb^r 1672 :

Hene : kemball

witness in y^e p^sence of

. Hows/ Fran : Tebbutt/

A true Coppy of this bill with the Assignm^t there of, transcribed & Compared with the originall this 6th of Aprill : 75 :
p Edw : Rishworth ReCor :

I Francis Littlefeild Junio^r of Wells, In the Massatusetts Colony in New England this fifth day of ffebruary, one thousand six hundred seaventy foure, though
Francis
Littlefield Jun^r
his Will
weake in body yet Prfect in memory blessed bee
god, doth willingly & with a free hart Committ
my soule into y^e mercifull hands of Almighty
god my saujo^r, & my body vnto the earth from whence It
Came, & my estate I dispose of as followeth/

Inp^{rs} Ater my funeralls bee discharged, & all other debts, I doe giue & bequeath vnto my Loueing wife Meribah, my househould stuff to dispose of to my children, vnto w^{ch} of them shee thinkes good, & I give vnto my sayd wife one third^s of all my stocke & Moueables with out to bee hers & her assignes for ever/

Item I giue vnto my Elldest sunn Joseph, my home lott with all my houseing, Saw Mill, & Corne Mill, with all the appurtenances y^rvnto belonging, and the other two 3d parts of my stocke, Namely oxen houseing Cows, with other Cattle, when hee hath Attayned the age of Twenty two yeares, hee pajng the Legacys follg

Namely to my sunn Nathan five pounds/

To my sonn Jonathan five pounds/

To my sunn Job five pounds/ to my sonn Daniell five pounds, When they Attayne the age of Twenty one yeares/

And my will is that hee shall pay vnto my daughter Mary, Tenn pounds/

To my daughter Johanna Tenn pounds/

To my daughter Tabbatha Tenn pounds/

To my daughter Hannah tenn pounds to bee payd to them Wⁿ they haue Attayned the age of eighteen yeares/

Item I giue vnto my sonn Nathan, & Jonathan all my lands & Meddows at Mary Land, aequally to bee deuided, between them wⁿ they come to bee the age of Twenty one years/

Ite: I giue vnto my sonn Job, & Daudi all my Land at Ogunquett, with the seaven Acers of Marsh that I bought of John Barrett, aequally to bee deuided between them wⁿ they haue Attayned the age of Twenty one yeares/

And my will is Wⁿ my sunn Joseph doth enter vpon y^e house & Land hee shall pay vnto my wife tenn pounds p Ann^t for three years towards the Mantayneing of the small children/


And my will is that my whoole estate as It now is shall remajne in my wifes hand, to mannage & Improue for the mantayneing of her & my children, vntill my sonn Joseph bee at age namely Twenty two years ould/

And I doe hereby nominate & appoynt my deare & Loueing wife Meribah & my sonn Joseph & Nathan to bee my executors, of this my last Will & testament, & hereby doe desire & appoynt my Loueing frejnds Mr Willia Symonds & Sañuell Whelewright ouerseers of this my last will & testament, Revoakeing all [167] other wills gyfts bequessts & testaments, whatsoever In testimony whereof, I haue here vnto set my hand & seale the day & yeare aboue written/

Sañuuell Whelewright/

Francis Littlefeild (^{his} seale)

Fran: Littlefeild Senjo^r/

Jujno^r his marke 

Book II, Fol. 167.

Mr Sañill Whelewright, & Fran : Littlefejlđ Senjo^r doe
Attest this Instrument to bee the last will & testament of
Fran : Littlefejlđ Junjo^r, & did before them declare It to bee
his Act & deede/ Taken vpon oath in Court this 6th of
Aprill, 1675 : Edw : Rishworth ReCor :

vera Copia of this will transcribed & Compared wth y^e
originall this 14 day of Aprill 1675/ p Edw : Rishworth
ReCor :

A True Inventory of the estate of Fran : Littlefejlđ Jujo^r
deceased the sixt day of Febru : 1674 :

Inps ^s for neate Cattle & horse kind.....	140: 00: 0
It swine five pounds Land & Marsh at Mary Land 20 th ..	025: 00: 0
It Land at Ogunquet & Marsh belonging to it.....	050: 00: 0
It the dwelling house houseing, Lands & Meddows.....	300: 00: 0
It One saw Mill & Corne Mill.....	225: 00: 0
It 3 bedds & bedding.....	012: 00: 0
It New Cloath five pounds 5 & 5s one Chest & one Cubbard five pounds	010: 05: 0
It one great Kettie & other househould goods.....	010: 00: 0
It weareing Cloaths 12 th three hides 2 th 10: 0.....	014: 10: 0
It 4 Gunnes 6 th powder & shot 30 ^s	007: 10: 0
It nayls 8 ^s , yoaks & Chayms & other Tackeling three pounds.....	003: 08: 0
It for axes & other Carpenters Towles.....	002: 00: 0
It one Cart & Wheelles.....	002: 05: 0
	<u>801: 18: 0</u>

Apprisers, William Hammod^s

Meribah Littlefejlđ, doth Attest Abra : Tylton/

vpon her oath that this Inventory
of the goods of her husband Fran :
Littlefejlđ deceased, is the full of
the sd estate, according to her best
knowledg, & If more doe appeare
shee will declare it, & It is to bee
added y^rvnto/ taken vpon oath
In Court Aprill : 7 : 1675 :

Edw : Rishworth ReCor :

A true Coppy of this Inventory transcribed, & Compared
with y^e Originall this 16 : day of Aprill 1675 : p Edw : Rish-
worth ReCor :

BOOK II, FOL. 167.

Rob Marshall I Robert Marshall of Boston doe acknowledg
his Bond my selfe Justly & truely Indebted vnto Mr
To Francis Morgan Francis Morgan, the full & Just some of Twenty
pounds thyrteen shillings & fine pence to bee payd vpon
demand, In Corne, or porke or both, which is the ballance
of all Accōpts from the begining of the world from the day
of the date hereof, between the sd Marshall & the sayd Mor-
gan, as may & doth appeare by the Prticulars by Mr Mor-
gans booke Aprill : 6 : 1672 :

Witness Samuell Brown/

Robert Marshall

Roger Dereing/

A true Coppy transcribed, & Compared p the originall,
this 8th day of May 1675 : p Edw : Rishworth ReCor :


Know all men by these Prsents that I Robert Marshall
Mariner, liueing in New England In Boston, do
D^{no} To Jⁿ Bray acknowledge my selfe to ow & to bee Indebted
vnto John Bray shipwright, the Just & full
some of seaventeen pounds, in provissions, or goods, &
fourty shillings of It in money, shyngle nayles, to bee payd
in Septemb^r next Insewing the date of this bond, the pro-
uissions to bee payd at y^e price Current In Boston, & to bee
delivered at the house of John Bray shipwright In
Pischataq^h River/ In witness w^{of} I haue here vnto set my
hand, this Twenty two day of July 1672 :

Witness, John Pett

Robert Marshall

Ephraim Crocket his

Joⁿ Pett, & Ephraim Crockett
maketh oath that they saw
Mr Robert Marshall deliuer
the aboue bill to Mr Joⁿ
Bray as his Act & Deede/
Taken vpon oath this 10th
of Septemb^r 1672 : before
mee Geo : Munioy Assofe/

marke 

BOOK II, FOL. 167.

I Joⁿ Bray doe Ingage vnto Mr Robert Marshall Mariner
to stay six Moenthis after the date here of, & y^e sd Bray is
not to molest y^e sd Marshall, vnless hee sell his
Jn^o Bray pinke Lennum, or part thereof & then y^e sd
Engagem^t To John Bray is to bee payd his Twelue pounds, in
Robt Marshall mony at demand, or else to stay the aforesd
Tearme of six Moenthis, from this 21th day of July 1673 : by
mee John Bray/

Thomas Markes/

Joⁿ Ratleffe/

Received by mee John Bray in part of
this Bill from Mr Robert Marshall
of Boston, Mariner the summe of
fue pounds in goods/ I say Re-
ceived by mee John Bray/

July 21 : 1673 :

Witness/ Thomas Markes/

John Ratliffe/

A true Coppy of this bill, of Robert Marshalls & John
Brays Ingagement to Marshall, & of Brays Recept of fue
pounds, transcribed out of the originall, & y^rwith Compared,
this 8th day of May 1675 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Henery Sayword
of yorke, In the County of yorke Millwright, vpon severall
Considerations there vnto mee moueing, & more espetially
for soe much namely for a Preell of worke by mee already
accepted, & Received of Hene : Brown & James Oare Scotts-
men, & now rescidents in the Township of Wells, within y^e
County aforesd, w^rwith I am fully payd Contented, & satis-
fyd, haue giuen, granted, barganed, sould, Enfeoffed & Con-
firmed, & by these Prsents, from my selfe my heyres, exe-
cutors, Administrators, & Assignes, doe giue, grant, bargan
sell, Enfeoff, & Confirme, vnto the sayd Henery Brown &
James Oare, thejr heyres executors, Administrators, &
Assigns for ever : One Tract or Preell of Land, Contayneing

the quantity of Two hundred Acers, being Twenty Rodds
downewards, from the Mill house, at Mowsome,

Hen: Sayword To In breadth to runne from that place, or bounds,

Hen: Brown & James Oare by the water side down towards the Landing
place, & soe ouer the Cricke there, at the sayd

Landing place, vnto the foure small Pine trees, standing by
the water side, being the first Hill w^r the path goeth vp a
little Ashen swampe, at the foote of the Hill, being the
bounds by the water side, & soe to ruⁿe backwards Into y^e
woods from the water side, vpon a streight lyne, vntill the
Two hundred Acers of Land bee fully Completed, the
breadth w^of as aboue expressed, goeth from the first bounds
next the Mill vnto the first Hill, & the foure pine trees bee
It more, or lesse: Which Two hundred Acers of Land as
aboue expressed, the sayd Henery Brown, & James Oare
doe haue & doe hould, from the afore named Hene: Sayword
& his heyres, & assignes to the sayd Brown & oare, & to
thejr heyres, & Assignes for euer, with all the profetts priu-
iledges Immunitys Commoditys, & appurtenances wtsoever,
there vnto belonging or any wise appertayneing, to Henery
Brown & James Oare, thejr heyres & Assigns for euer;
And further the sayd Henery Sayword doth couenant, &
promiss with the sayd Brown & Oare that this Land is free
& Cleare from all manner of Titles, Clames, Morgages
Interests Intanglements What [168] soeuer, & that he will
secure & Defend the Interest thereof against all Prson &
Prsons wtsoever, intending or Pretending any Title or right
there vnto from by or vnder him/ In witness where of I
haue here vnto afixed my hand & seale, this 3d day of
June 1675 :


Hene: Sayword (^{his}_{seale})

Signed sealed & Delivered/

In the Prsence of/

Nathⁿ Maysterson/

James Grant his

marke 

Henery Sayword appeared before
mee, & acknowledged this In-
strument to bee his Act &
Deede, this 3d of June: 75:

Edw: Rishworth Assofe

A True Coppy of this Instrument transcribed & Compared
with the Originall this 5th day of June 1675 :

p Edw : Rishworth ReCor :

To all people to whome this Prsent deede of sayle shall
come, Major William Phillips of Winter Harbour In yorke
shyre, otherwise the province of Mayne, In the Colony of
the Massatusetts In New England in America Sendeth
greeteing in our Lord God Euerlasting ; Know yee, that the
sayd Willia[~] Phillips, with the free & voluntary Consent of
Bridget his wife, for a valewable Consideration, by the giue-
ing vp one bill due from mee, the some of fuetty pounds
foure shillings, tenn peence, ever since the fourth of March
sixteen hundred fuetty & six, as alsoe for the resigneing of
the remajns of one bill for a debt of one hundred & seaven
pounds Sterling : due from John Hawthorne, which was
Assigned by mee the twelfth day of March one Thousand six
hundred sixty six, for a debt due from mee by booke vpon
the makeing vp of Accompt the eight day of Decemb^r six-
teen hundred fuetty fiae, the just some of fourty pounds
seaventeen shillings & six peence, the whoole being ninety
one pounds two shillings, besid^s the forbearance of the sd
summe, for more then Thyrteen years comes to one hundred
pounds more, soe that the whoole Consideration is One hun-
dred & Ninety pounds, to him in hand before the sealeing &
delivery here of, well & truely payd by Major Gene^{ll} John
Leveret of Boston In New England in the County of Suf-
focke in the aforesd Coloney, of the Massatusetts In New
England, M^rchant the receipt of which valewable Consid-
eration the sayd William Phillips doth acknowledg, by
these Prsents, & y^rwith to bee fully satisfyd, & Con-
tented, & y^rof doe acquit, & discharge the sayd John Lev-
eret his heyres executors Administrators, & Assignes, &
euery of them for ever, by these Prsents : Hath given

granted barganed sould, aliend Enfeoffed & Confirmed, & by these Presents doth fully Clearly & absolutly giue grant bargane sell aline Enfeoff & Confirme to the sayd John Leveret his heyres & Assigns for ever, A Tract or quantity of Land Contayneing three square English Miles, lieng & being aboue Sacoe ffalls, in the County or Province aforesayd, being vpon a streight lyne by the sayd River three English Miles North Westwardly, & to runne vp the Mayn Land, soe fare the full breadth three English Miles, soe as that It may bee three English square Miles, & is butting on the sayd Sacoe River Easterly, & on the Land of the sayd William Phillips Northerly, & by the Land of the sayd Williaⁿ: Phillips westwardly, & is bounded by the Land of Richd Russell Southwardly, with all the Tymber Trees, Woods, vnderwoods Meddows, waters ways fishing fowling, hunting, comān of Pasture rightts, lybertys profetts & hæreditaments w^tsoeuer growing ariseing, being comeing, Isewing in vpon or out of the Premisses, & euery part & Prcell there of, or to the same or any part there of, belonging or in any manner of wise appertayneing/ Togeather with priuiledg^s of a Landing place, below the ffalls, vpon the sayd River w^t a vessel may floate to Loade, & for y^e bujlding of ware houses, & laijng of Lumber, what y^e sayd Leveret his heyres Administrators or assignes shall haue Occasion for: And all the estate right title Interest vss property possession Clame & Demand whatsoeuer, of him the sd William Phillips of in or to the sayd barganed Premisses, or any part there of: And all Deeds Evidences, or Writeings whatsoeuer, Concerne the sayd barganed Premisses, onely, & Coppys of all such deeds evidences & writeings, w^{ch} Concerne y^e same, with other things:

To haue & to hould, the sayd three Miles square of Land, lieng & being, butting & bounded as aforesayd, togeather with y^e Landing place below y^e Falls, with all y^e singular, the Emoluments & appurtenances there of, & priuiledges y^rto in any wise belonging or app^rtayning vnto the sayd

John Leverett his heyres & Assignes for ever: And the
 sayd William Philli . . for him selfe his heyres executors, &
 Administrators doth Couenant & Grant, to &
 W^m Phillips with y^e sayd John Leveret his heyres, & Assignes
 To by these Presents In manner & forme followg
 John Leverett That hee the sayd William Phillips at the tyme
 of the grant bargane & sayle of y^e Premisses to y^e sayd
 John Leveret, & vntill the Delivery hereof vnto y^e sayd
 John Leveret to y^e vss of him his heyres & Assigns for
 ever, was the true & Lawfull owner & proprietor of the
 aboue barganed Premisses, & that hee hath in him selfe full
 pouer, & lawfull authority the Premisses to grant bargane
 sell, & Confirme as aforesd, And y^t the sd John Leverett
 his heyres & Assignes, shall & may hence forth for ever,
 Lawfully peaceably & quietly, haue hould vss possess Inioy
 & dispose of the sayd barganed pmisses, with y^e appurte-
 nances y^rof free & Cleare, & Clearely, exonorated, acquitted
 & discharged, or otherwise at all tymes p the sayd Wil-
 liam Phillips, his heyres executors & Administrators, suf-
 ficiently saved defended & kept harmeless, vnto the sayd
 John Leverett his heyres & Assignes, of & from all manner
 of forme & other Gyfts grants, barganes, sales, Leases,
 Assignem^{ts}, Morgages Wills Intayls, Judgm^{ts} executions for-
 fetures, seizurs, Joynters Dowers, pouer & thirds of Bridget
 his now wife, to bee Clamed or Challenged of in or to the
 same, or any part there of; And of & from all other Titles,
 charges, Acts, & Incomberances w^{ts}oeuer, had made done,
 Comitted or suffered to bee had made Committed or done,
 by the sayd William Phillips his heyres, executors Adminis-
 trators, or any other Prsone or Prsons w^{ts}oeuer, lawfully
 Clameing or Prtending to haue any estate right title Interest
 vse, property Clayme, or demand whatsoeuer, of in or to the
 same, or any part thereof, from by or vnder him, them or
 either of them, & that y^e sayd William Phillips his heyres,
 executors Administrators, the sayd barganed Premisses,
 vnto the sd John Leverett his heyres & Assigns against them

selues respectiuelly, & all & euery Prsone & Prsones whatsoeuer, Clameing or to Clayme any estate, right title, Interest vsse, property Clayme or demād whatsoeuer of in or to the same or any part there of, from by or vnder him them or any or either of them, shall & will warrant & euer defend by these Prsents & y^t the sayd William Phillips his heyres, executors & Administrators, vpon reasonable & Lawfull demānd, shall & will Prforme, & doe & cause to bee Prformed & done, any such further Act & thing w^tsoeuer, whither by way of acknowledgm^t of this p^sent Deede [169] Or release of Dower, In respect of her the sayd Bridgett, or in any other kind that shall or may bee for the more full Compleateing Confirmeing or sure makeing of the sayd barganed Premisses, vnto the sd John Leveret his heyres & assignes for ever, according to the true Intent here of, & according to y^e Laws of the County or Province or Jurisdiction w^rin the sd barganed Premisses lyeth; In witness w^of, the sd Willia^m Phillips hath here vnto set his hand & seale, the seventh day of May, In yeare of our Lord God, one thousand six hundred sixty nine, And in the one & twentieth yeare, of the Reign of our soueraign Lord Charles the Secund, by the Grace of god, of England Scotland France & Ireland, King, Defend^r of y^e faith &c:

Signed sealed &

William Phillips (^{his}seale)

Delivered in the Prsence

of us/ William Paddy/
Nath^l Hubbert/

This Deed was acknowledged by
Major William Phillips May:
7: 69: before Edw: Tyng

Assistant

A true Coppy transcribed out of the Originall, & there with Compared this 15th day of June 1675:

• p Edw: Rishworth ReCor:

To all to whom this Deede of gyft shall come/ I Nathaⁿ
Phillips of Boston In New England M^rcha^t sendeth greet-
ing/ Kow yee, that I the sayd Nathaⁿ Phillips for & in
Consideration of a Certen competent sume of Lawfull Money
of England, to mee in hand payd before y^e Ensealing &
delivery of thes Presents, by John Powell of London M^rchant
the Receipt w^hof I doe hereby acknowledg, accordingly, &
for diverse other good Causes & Considerations mee there
vnto esppecially moueing, haue given granted &
Nathⁿ Phillips
To
John Powell
Confirmed, & by these Presents doe fully cleare-
ly & absolutely give all that Tract of Land lijng
& being at Sacoe in the Province of Mayn In
New England, butting South Westwardly on the side of
Sacoe River, & is bounden between the Lands now or late
of Cap^t Bryan Pendleton formerly known & Called the West
feild Lott, or Plantation & from thence extending down the
River to the Lands of Christopher Hobbs, Contayneing in
Length one Mile & one fourth part of a Mile, or y^rabouts
fronting to the River, & extending in Length backward
from the River foure Miles togeather with a Necke of Land
commonly known & Called by the name of Parkers Necke,
lijng from Chellsons house to the fishing stages, & soe to
low water Marke (Stephen Sargents dwelling house stage &
flake rown on the sayd Necke excepted) with all Tymber,
Trees Woods, vnder woods, soyle Mines, Meddows, pastures
feedeings, Lybertys, ffrantices, profetts, Co^moditys &
advantages w^hsoever, with the priuiledges of fishing, fowling,
Hunting, hawking & all other the profetts & appurtenances
to y^e sayd Tract of Land, & Necke of Land & either of
them belonging or in any ways app^rtayneing, all & singular
Which sayd Prmisses the sayd Nathaⁿ Phillips hath & hould-
eth by the Gyft of William Phillips of Sacoe In New England,
father of the sayd Nathall Phillips; To haue & to hould,
receiue & Inioy the sayd Premisses hereby mentioned to bee
before by these Presents given & granted vnto the sayd John

Powell his heyres & Assignes, to the onely proper vsse & behoofe, of the sayd John Powell his heyres & assigns for ever, freely peaceably & quietly, with ont any manner of Reclayme or Contradiction of mee the sayd Nath^l Phillips, my heyres executors or Administrators, or the sayd William Phillips my father, or either of us, or any other Prsone or Prsons by our or either of our, or by any other meanes, title or procurement in any manner of wise: And with out any Accompt Reckoning or answere to mee or to any in my name to bee given rendered or done In tyme to come, soe that Neither I the sayd Nath^l Phillips, my heyres executors Administrators, or any other Prsone or Prsons by us for us & in our names or in the names of us or any of us, At any tyme or tymes hereafter, shall or may aske Clayme Challenge or demand in or to the Premisses, or any part or Preell thereof (except or before excepted) any Interest right title vsse, or possession, but from all Action of Right title Cayme Interest vsse, possession, & demand thereof, Wee & euery of us to bee vtterly excluded & for euer debarred by these Prsents; And I the sd Nath^l Phillips my heyres executors, & Administrators the Prmisses hereby mentioned freely given & granted vnto the sayd John Powell his heyres & Assignes against all Prsones w^{soeuer} shall, & will warrant & defend for eu^{er} by these Prsents/

In witness w^{of} I the sayd Nath^l Phillips haue herevnto set my hand & seale the sixth day of August Anno Domⁱ: 1674: & In the six & twentieth yeare of the Reigne of King Charles the second of England &c:

Sealed & delivered/

Nath^l Phillips (^{his}seale)

In the Prsence of/

Wittam Hall/

John Weekham P^rser:

Joseph Gillam/

Elisha Bennett/

Joseph Gyllam appeared before mee this twenty third day of Noveb^r 1674: & tooke oath that hee was Present on y^e day of the date of this Deede &

BOOK II, FOL. 169.

saw Natha^l Phillips signe seale,
& Deliver this as his Act &
Deede/ Sworne on the day
aboue before mee

Edward Tyng Assista^t

A true Coppy of this Instrument transcribed out of the
Originall, & there with Compared this 16th day of June
1675 : p Edw : Rishworth ReCor :

Wee the Selectmen of the Town of Yorke haue layd out
vnto Benjamin Whitney of a lot of vpland foure pooles of
from the bounds of Hene : Sayword Northward
York Town & soe begining on the East side of Mr Banes
To & soe to runne in the breadth Westwardly
Benja Whitney lott, & soe to runne in the breadth Westwardly
Two & thyrty pooles, & to extend backward
fyfty pooles, or vntill tenn Acers is fully Compleated/

Aprill the 13th 1674 :

Peter Weare

Abra : Preble

A true Coppy of this grant transcribed
out of the originall, & y^rwith com-
pared this 16th of June : 1675 :

Phillip Addams

his marke A

p Edw : Rishworth ReCor :

Know all men by these Prsents that Wee whose names are
vnderwritten doe Joyntly & severally bind & Ingage our
selues our heyres & Assignes in the some of one
John Andrews hundred pounds Sterlg money of New England,
& Joan Atwell vnto Mr John Bray shipwright of Kittery, in the
To Jn^s Bray County of yorke shyre his heyres or assignes,
that the three Acers of Marsh which Wee whose names are
vnderwritten, haue sould vnto Mr John Bray as may appeare
by his Deed beareing date the 6th of Aprill 1675 : Wee John

BOOK II, FOL. 169, 170.


Andrews & Joane Attwell doe bind & Ingage our selues our heyres & Assignes in the sumption aboue specifyd, that y^e sayd Marsh shall bee Cleare of & from all heyreshipe, executorship, Administrators or any other Prsone or Prsons y^t [170] shall lay any Clayme right or Title whatsoever to the sayd Marsh by the 16 day of July next Insewing, the date here of, & onely to remajue to y^e proper vsse & behoofe of the aboue sayd Mr John Bray & his heyres for ever/ In witness w^of wee haue sett our hands seales/

Witness/ Jeremiah Gutteridg/

The marke of Ephraim Crockett/

⚔

The Marke  of ^{(his} _{seale)}
John Andrews/

The marke of  ^{(her} _{seale)}
Joane Attwell/

Great Ysland 8 of Aprill 1675 : Jeremiah Gutteridg & Ephraim Crocket came & made oath that y^e aboue written was signed & sealed by John Andrews & Joane Attwell

before mee Elyas Styleman Co^mmissio^r/

Jeremiah Goodridg Deposed that Phillip Attwell Consented to, & allowed of what his wife Joane Atwell should doe in the Premisses/ before mee Elyas Stylemā : Comissio^r

A true Coppy of this Instrume^t transcribed & Compared with y^e originall this 16 : of June : 1675 :

p Edw : Rishworth ReCor :

Know all men by these Prsents, that Wee Andrew Alger Senjo^r, & Arther Alger his brother both Inhabitants in & at Dunstan, In y^e Preincts of the Town of Scarbrough, In y^e County of Yorke shyre, alias Province of Mayn Planters, & being possessed of, & by right Inioijng a Preell of Land, at y^e aforesd Dunstan, by vertue of purchase made thereof of Certen Indeans, & from tyme to tyme, from y^e fueteenth day of Septemb^r one thousand six hundred fuety nine downeward vnto the tyme of the date of this sayle, still ratifyd & Con-

And: Alger
& Arthar Alger
To
Jn^e Palmer

firmed by the Indean Proprietors, as by a certen Instrument in our hands will more fully appeare. Wee the aforesd Andrew & Arther Alger, alias Ager good Considerations moueing us there vnto, & Wee acknowledging our selues to bee fully Contented & payd, before the Ensealeing here of & delivery of these Presents haue barganed & sould, & by these Presents do fully, Clearly & absolutly bargane & sell vnto John Palmer of Dūstan aforesd, vpon the Consideration of the payment aboue express'd vidz^t fiuety Acers of vpland, w^h is y^e Land on which hee now Inhabiteth, at y^e tyme of the Ensealeing hereof, the w^h vpland Runneth away West from the Marsh the Length of seaventy two poole vpon the North side of the Gutt, next John Algers Lott, & from the South-Wester Gutt, that lyeth between Barlows Lott, & John Palmers, vpon the same lyne & distance, keepeing the breadth till on both sid^s, there bee seaventy 72 two pooles runne out, & then West & by South, till the fiuety Acers bee ended/ And alsoe a Prcell of Marsh w^h beginneth at the first Turne of Arther Algers Cricke aforesayd, & soe runneth vp along with the Cricke till It come vp to Shaws gutt, & soe along by the Gutt, to y^e vpland, vpon the North East side of the Marsh, & vpon the South west side of the sd Marsh, runneth vpon the Turne of the same Cricke, of the aforesd Arther Alger, & soe runneth vp to a bound tree: To haue & to hould, the aforesd Tract of Land, & Marsh to him the aforesd John Palmer his heyres, & Assigns with the priviledges & appurtenances there of, with lyberty, & priviledg to fetch fenceing stuff tymber for building & fire wood of & from the Comman y^t app^tayns vnto y^e sd Algers, or out of any swampe y^t lyeth in Coīman between them: Except such trees as haue formerly been Marked, or may in tyme to come by y^e sayd Algers or there order, yet It is to bee vnderstood whatsoeuer may seem to the Contrary by what hath been expressed, that the sayd Palmer him selfe nor any for or from him, nor his heyres or Assignes, shall directly or indi-

rectly, & soe by consequence fradulently, & vnder Prtence of what is for there owne vsse, take any wood or Tymber off, or from the sayd Coīmanes, or out of the sayd swampe or swamps: onely paijng to the sayd Algers them y^r heyres & assignes, the sūme of two shillings to each, If it bee Annually demanded, the w^h payment shall bee made either In siluer Coyne, or In harvest worke/ And If it shall happen the sayd yearly acknowledgm^t to be behind & vnpayd After y^e tyme that It should or out to bee payd, then y^e aforesd Algers one or both y^r heyres or assignes, haue hereby Lyberty to Enter vpon the Premisses, & distress to make, keepe & detayne vntill satisfaction bee made; And wee the sd Algers our heyres executors administrators & assignes, against all people, shall & will warrant, & acquitt & for ever defend, to y^e aforesd John Palmer, his heyres executors administrators & assignes/ In witness w^of Wee haue set our hands & seales, this fūeteenth day of July one thousand six hundred sixty & two Annoq Regni regis Carolj secundj, xiiij/ Signed sealed, & delivered/ Andrew Alger his (^{his} _{seale})

In the Prsence of

Sheth Fletcher

John Howell/

marke *A*

Arther Alger his (^{his} _{seale})

marke *A*

This Instrument owned & acknowledged before mee this 2^d of July 1674: by Andrew Alger senjo^r, his brother Arther, to bee y^r free & voluntary Act & Deede, before mee
Bryan Pendleton Assofe/

A true Coppy of this Instrument transcribed out of the originall, & y^rwith Compared this 17th day of June 1675:
p Edw: Rishworth ReCor:

This Indenture made the 8th day of Aprill In y^e yeare of our Lord 1675: between Joⁿ Andrews & Joane Attwell his Mother of Kittery in the County of Yorke, liueing In the

BOOK II, FOL. 170-172.

John Andrews
& Joane Atwell
To
Jⁿ^s Bray

Province of Mayn, & John Bray of Kittery shippwright in the same County of yorke in the province of Mayn of the other Party, Witnesseth that y^e sayd John Andrews, & Joane Attwell his Mother, for & in Consideration of thyrty three shillings in goods in hand before the sealing & Delivering of this Prsent, well & truely payd the receipt w^{ro}f the sayd John Andrews & Joane Atwell his Mother doth acknowledg him selfe to bee fully satisfyd contented & payd, y^of & of euery part Preell & penny there of, doth acquit exonerate & discharge the sayd John Bray his heyres executors & Administrators & euery of them for euer, & by these Prsents hath given granted, barganed & sould allien Convayed released Assured delivered & Confirmed, & by these Prsents doth giue grant bargan & sell allien Conuay release Assure deliuer & Confirme vnto the sayd John Bray his heyrs & assignes for euer/ all the Land & Marsh y^t lyes from the head of three Acers of Marsh bought of John Andrews, & Joane Atwell his Mother, & Delivered by twydg & Turffe, & acknowledged, w^h former Marsh sould by them was at the head of It, in breadth from John Brays Marsh fourteen Rodds lijng to the Westward, & the length of It adioyneing to the vpland, W^h Land & Marsh by y^e wood side runnes a small breadth foureteen Rodds In breadth of it to y^e Westwards, adioyneing to y^e three Acers of former Marsh bought & payd for of y^e sd John Andrews & Joane Atwell his Mother [172] with all the appurtenances there vnto belonging, for Egress & regress of a way to come to y^e sd Marsh, with some Tymber Trees to make a logg fence by the Edg of y^e vpland side, w^h afore named Marsh & the little Yslands of Land, with a skirt of Marsh, with in the Little Yslands, towards the vpland side lyes In Kittery at Braue boat Harbour Adioyneing to John Brays Marsh, formerly bought of the aboue named John Andrews & Joane Atwell, his Mother doth promisse to & with y^e sayd John Bray his

heyres & Assignes for euer, for all & euery of them doth
 Covenant promiss to discharge, or otherwise well & suffi-
 ciently saved & kept harmeless of & from all manner of
 Morgages, of former & other barganes salls Gyfts rents
 troubles or other Charges Incomberances & demands w^t
 soeuer, of any thirds by any other Prsone or Prsons w^{soe}-
 euer, lawfully Clameing any estate right or Title or Interest,
 from by or vnder him, them, or any Administrators & for
 all & euery of them doth further Covenant promiss & grant
 to & with y^r sayd John Bray his heyres & Assignes to all, &
 with euery of them by these Presents that hee y^r sd John
 Andrews & Joane Atwell his Mother, & y^r heyres, shall &
 Will within 7 yeares next Insewing the date hereof, at y^e
 Request Cost & charge in y^e law of him y^r sd John Bray his
 heyres & Assignes make due acknowledgm^t execute & suffer
 all & euery further Act that is lawfull & reasonable convey-
 ance Assurance in y^e Law/ in witness w^{of} Wee haue Inter-
 changeably sett our hands this eight day of Aprill 1675 :


Witness/ The marke of

John Andrews his (his
 seal)

Ephraim Crockett 

Marke 

Jere : Gutteridg/

Joane Atwell her (her
 seale)
 marke 

Ephraim Crocket & Jeremiah Gutteridg,
 whose names are witnesses to the aboue
 Instrum^t are subscribed; doe Attest
 vpon y^r oaths that y^e sd writeing is the
 Act, & deede of Joⁿ Andrews Jujo^r, &
 Joane Atwell his mother & acknowl-
 edged by them soe to bee/ 12 : June :
 75 : before Edw : Rishworth Assfe


A true Coppy of this Instrument transcribed, & Compared
 with y^e originall this 19th day of June : 75 :

p Edw : Rishworth ReCor :

BOOK II, Fol. 172.

Know all men by these Presents that I Peter Weare Senjor
of Cape Nuttacke, doe acknowledg to haue sould & doe sell
vnto James Jackson of the sayd Cape Nuttucke a small
stripp of vpland next & Now Adioyneing vnto the
Peter Weare sd Jacksons house lott, & is comprehended in
To the sayd stripp or goare of Land, the Northward
James Jackson branch wch is part of a spring of water, wch sayd
spring runneth into y^e head of y^e Cricke wch parteth y^e Land
of y^e sayd Weare, & the sayd Jackson, & soe is to runne
into y^e Woods from y^e head of y^e sayd Cricke, vpon an North
East & by North Lyne, as fare as y^e sayd Weares Lott of
Land there runneth, wch sd stripp of Land as now bounded
I the sd Weare haue sould vnto y^e sayd Jackson for y^e full
& Just some of foure pounds in good & Current pay of New
England to mee in hand payd, before the Assigneing &
delivery here of, And y^e sd Weare doth own & acknowledg
to haue sould & resigned vp vnto the sayd Jackson his
whoole right, title, & Interest of the sayd stripp of Land,
according to y^e Lyne or bounds afore mentioned, & I the sd
Weare doe hereby bind mee my heyres executors Adminis-
trators or Assigns not any way to hinder or Molest y^e sd
Jackson his heys exetors Admntrs or Assigns but shall
peaceably Inioy the same, wch sd bargane & agreement I y^e
sayd Weare with y^e full & free Consent of my wife Mary
Weare haue fixed our hands & seales this 16th of June, in y^e
yeare of our Lord One thousand six hundred seauenty five/
Signed sealed & Deliverd Peter Weare (his
seal)

In y^e Prsence of Edw : Rishworth/
Abra : Preble/

Mary Weare 
her marke (her
seal)

Peter Weare & Mary Weare his wife, do acknowledg y^e
Instrum^t to bee y^r Act & deede this 16 : June 75 before mee
Edw : Rishworth Assofe/

A true Coppy of this Instrument transcribed & Compared
wth y^e originall this 19 : June : 75 : p Edw : Rishworth

ReCor :

Book II, Fol. 172.

Know all men by these Presents, that Wee John Andrews & Joane Atwell of Kittery In the County of Yorke Shyre, for & In Consideration of Eleaven pounds, In fish had in hand & received by us aboue named Joⁿ Andrews & Joane

Joⁿ Andrews
& Joane Atwell
To
Juⁿ Bray

Atwell, haue barganed alienated, & made ouer & sould vnto Mr John Bray shipewright of the aforesd Town & County, his heyres executors Administrators & Assignes for ever, three Acers

of sault Marsh liyng in braue boate Harbour, Joyneing to y^e Marsh w^{ch} Mr Bray doth now Inioy, & soe to goe the whoole breadth of the Marsh, till three Acers shall bee fully Com-pleated, & Wee the aboue sd John Andrews, & Joane Atwell doe Joyntly & severally by these Prsents bind & Ingage our selues, our heyres, executors Administrators, & Assignes that y^e aforesayd Mr John Bray & his heyres, exe-cutors Administrators, or assignes, is to haue & to hould, vsse occupy, possess, & Inioy for ever, the abouesayd three Acers of Marsh, with out any Molestation, lett hinderance, or Interruption, from any Prson or Prsons w^{ts}oeuer/ In witness w^{ro}f, Wee haue Interchangeably sett our hands & seales, the sixth day of Aprill 1675 :

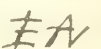
Witness/

Jere Gutteridg/


The marke of 

Ephraim Crockett

The marke of John

Andrews  (his
seale)

Margeret Andrews her

marke/ 

The marke of Joane (her
seale)

Atwell 

This Ysland the 8th of Aprill 1675 :

Joⁿ Andrews & Joane Atwell came

& acknowledged this Instrument

to bee y^r free Act & Deede/ before mee

Elyas Stylemā : Comissio^r/

A true Coppy of this Instrument transcribed & Compared with y^e Originall this 25th of June 1675 :

p Edw : Rishworth ReCor

To all Christean people to whom this Prsent Deede of sayle shall Come/ Major William Phillips of Winter Harbour In the province of Mayn In New England In America sendeth Greeeting in our Lord God euerlasting; Know yee that the sd Major Willia^m Phillips, with the free Consent of Bridget his wife for & in Consideration of y^e some of Two hundred pounds In Money Current In New England to him In hand before the sealing & delivery here of well & truly paid by Robert Pattishall, of Boston In the Colony of the Massatusetts in New England M^echant the receipt w^of the sayd Major William Phillips doth acknowledg by these Presents, & y^r with to bee fully satisfyd & Contented, & y^of, & of euery part & Preell there of, doth acquit, & discharge y^e sayd Robert Pattishall his heyres executors, Administrators & Assignes, & euery of y^m for euer, by these presents: Haue given granted barganed & sould, aliend Enfeoffed & Confirmed, & by these Prsents doth fully clearly & absolutely giue grant bargane sell aliene Enfeoff & Confirme vnto the sayd Robert Pattishall his heyres & Assignes for euer, a Tract or quantity of Land liijg & being aboue Sacoe lower falls In y^e Province aforesd, to Contayne In breadth two Miles, vp by the River of Sacoe, to begine at y^e outer bounds of the Lands of the Gou^er, John Leveretts, & to Contayne In measure foure thousand Acers of Land, & from the River to runne Westwardly in vpon the Mayne Land, soe fare In the sd breadth till the sayd foure thousand Acers bee measured vp, or to take y^e sd quantity of Land at y^e salmon Falls, beginning at y^e Salmon Falls from thence downward to y^e Land of the sd Mr Richd Russells, the same Length & breadth as aforesd, at either of y^e sayd places to y^e Lyberty & Choyse of the sayd Robert Pattishall, his heyres or Assignes with all woods vnderwoods, Tymber & trees, waters, Water Courses Lybertys Meddows, fishing fowling hunting halkeing ways Easements passages profetts, Commoditys Jurisdictions Emoluments [173] priuiledges & appurtenances w^osoeur, are there to belonging, or In any

wise apprtayning, & all the estate right title Interest vse, propriety possession Clame demand w'tsoever of him the sayd Major William Phillips of in or to the sd barganed Premisses or any part y^rof, & all deeds evidences & writeings w'h Concerne the sd barganed Premisses, onely, & Coppys of each deede evidences & writeings w'h Concerne the same, with other things; To haue & to hould the sayd foure thousand Acers of Land with y^e appurtenances & priuiledges as aforesayd, vnto the sayd Robert Pattishall his heyres & Assignes for euer, to y^e onely proper vss, & behoofe of the sayd Robert Pattishall, his heyres & Assignes for euer; And the sd Major Willia^m Phillips for him selfe his heyres, executors, & Administrators doth Covenant & promiss & grant to & with y^e sayd Robert Pattishall his heyres & Assignes by these Presents in manner & forme as followeth/ That is to say y^t If hee y^e sd Major Willia^m Phillips at y^e tyme of y^e Grant bargan & sayle of the Premisses vnto y^e sayd

Robert Paddishall, & vntill the delivery hereof
 W^m Phillips to y^e sayd Robert Pattishall to the vse of him
 To
 Rob^t Pattishall his heyres & Assignes for euer, was the true & lawfull owner of y^e aboue barganed Premisses,

& that hee hath in his own right full pouer & lawfull authority, the Premisses to bargane grant sell & Confirme, as aforesd, & y^t the sayd Robert Pattishall his heyres & Assignes y^e sd barganed Premisses, with y^e appurtenances y^r of, & priuiledges there to belonging, & shall & may hence forth for euer lawfully peaceably & quietly haue hould vse possess & Inioy or dispose y^r of, free & Cleare & clearely exonerated acquitted & discharged, or otherwise sufficiently saved defended, & kept harmeless, by the sd Major William Phillips his heyres executors & Administrators, of & from all & all manner & other Grants gyfts barganes, sayles leases Assignem^{ts} Morgages Wills Intayles, Judgm^{ts}, executions, forfeitures, seazures, Joynters Dowers pouer & thirds, of the sd Bridgett his now wife to bee Claymed or Challenged of in

or to y^e same, or any part y^rof, & off & from all other Acts, & Incomberances w^tsoever, had made done or suffered, to bee done by y^e sayd Major William Phillips his heyres executors, & Administrators, or any other Prson or Prsons w^tsoever, claymeing or Pretending to haue any estate right title or Interest, Clayme or demand Whatsoever, from by or vnder him, them or either of them, w^rby the sayd Robert Pattishall his heyres or assignes, shall or may at any tyme hereafter, bee lawfully euicted out of the possession thereof, And y^t y^e sd Major Witt: Phillips, his heyres, executors, Administrators y^e sd barganed Premisses, & euery part y^r of vnto the sd Robert Pattishall his heyres & Assigns against them selues, & all & euery Prsone & Prsons w^tsoever Clameing or to Caine any estate right title Interest propriety, possession, Clayme or demand w^tsoever of in or two y^e barganed Premisses, or any part or Preell y^rof, from by or vnder him y^m any or either of them, shall & will warrant & for euer defend by these Prsents/ And that y^e sd Major Witt: Phillips & Bridget his wife respectiue, & y^r respectiue heyres Executors & Administrators, vpon reasonable & lawfull demand shall & will p^rforme & doe & Cause to bee Prformed & done any such further Act or Acts whither by way of acknowledgm^t of this Prsent deede, or Release of Dowry, in respect of her y^e sd Bridget or in any other kind y^t shall or may bee for y^e more full Compleating confirming & sure makeing of the sayd barganed Premisses, vnto y^e sayd Robert Pattishall his heyres & Assigns for euer, according to y^e true Intent here of, & according to y^e laws, of y^e Province or Jurisdiction, w^rin the sayd barganed Premisses lyeth/ In witness w^tof y^e sd Major William Phillips hath here vnto sett his hand & seale the eighteenth day of y^e first Moenth, Co^manly Called March, In y^e yeare of o^r Lord one thousand Six hundred sixty & seaven, In y^e Nine-

teenth yeare of y^e Reigne of our Soveraigine Ld Charles the Secund, by y^e Grace of god King of England &c :

Signed sealed & Deliverd

William Phillips (^{his} _{scale})

In y^r Prsence of us/

Bridget (^{her} _{scale})

Hunfrey Hodges/

Phillips (^{her} _{scale})

John Bushnell/

Majo^r Willia^m Phillips & Bridget

Richd Pattishall/

his wife, made acknowledgm^t

William Pearce/

that this Instrum^t was y^r free

Act & Deede, Joyntly, & sig-

nifyd by y^r hands & seales,

before mee Bryan Pendleton

Assotiate/ June : 14 : 1675 :

It was agreed & Consented two by Majo^r William Phillips, of the one Party, with Bridget his wife, & Richd Pattishall on the other, that y^e word two should bee writt in the fifth Lyne. & Gou^{er} John Leveret in the sixt Lyne, June : 14 : 1675 :

Witness/ William Frost/

Patricke Denmarke/

Wee vnder written doe testify, that wee did see Majo^r William Phillips his wife, deliuer Richd Pattishall possession of halfe an Acer of Land, with Turff & twidg neare his dwelling house, to possess y^e sayd Richd Pattishall of foure thousand acers neare the Salmon ffalls, June : 14 : 75 :

Witness Willia^m Frost/

Pattericke Denmarke/

William Frost & Patricke Denmarke appeared before mee this : 14th day of June 1675 : & made oath to y^e several agreements aboue written before mee Bryan Pendleton Assotiate/

A true Coppy of this Instrument transcribed out of the Originall, & y^r with Compared this 3d day of July 1675 :

p Edw: Rishworth ReCor :

I Thomas Phillips of Pemiquid fisherman, doe
 Tho: Phillips bynd my selfe executors administrators to pay
 To vnto John Smyth or his Assignes the full some
 Jn^o Smith of tenn pounds in beaver or other good pay to
 him or his assignes Content/ witness my hand this 13.
 Decemb^r 1652: & payment to bee made in June next/

Witnesseth Isacke walker

Thomas Phillips/

There was but six pounds $\frac{3}{4}$ of beauer y^t I had of skipper
 & hee rated It at 8^s p ld but It would yejld mee but seaven
 shillings/ hee oweth mee 2^s 6^d more then this bill/ & 2^s 6^d
 for nayles/

I Isacke Walker doe hereby testify y^t I writt this aboue
 sayd, & saw Thom^s Phillips signe, & deliuer It to John
 Smyths hands, as I doe aboue Attest vnd^r my hand/ Sworne
 vnto August 15: 1671: before Edw: Tyng Assistant:

sd Smith

To

Edw^d Rishworth

I John Smyth Senjo^r doe by these Prsents
 Assigne & make ouer the full Contents of this
 bill due to mee from Thomas Phillips vnto Edw:

Rishworth legally to recouer the same according to this
 obligation/ as Witness my hand this 6th day of July 1674:

Witness William Phillips

John Smyth his

Andrew Alger his marke **A**

marke **F**

A true copy or Coppys of Tho: Phillips his bill, with
 Isacke walkers Attest to It, & y^e sayd John Smyths Assign-
 ment of y^e sd bill vnto Edw: Rishworth, transcribed out of
 the originall this 7th day of July 1675:

p Edw: Rishworth ReCor:

[174] December first 1662:

Bee It known vnto all men by these Prsents, that I Joseph
 Allcocke Carpenter In Pischataqua River, doe sell & bargane
 vnto & with Gyllbaret Lugg, & Waymouth Lystone both as

Jos: Alcock
To
Gib^t Lugg &
Weymth Lystone

Joynt Partners, my house & Land liyng in the sayd River ioyneing vnto Goodmā: Symons his Lott on the one side, & to Goodmā: Pauls ground on the other side, for & in Consideration of Thyrty & fiue pounds, w^{ch} the sayd thyrty fiue pounds, being payd, I the sd Joseph Allcocke, with the free Consent of Abigayl Allcocke my wife, doe by these Prsents resigne & make ouer, my whoole right Title & Interest vnto y^e aboue mentioned Land, vnto the sayd Gyllbard Lugg & Wamouth Lyston, to them y^r heyres executors, administrators or assignes, to haue & to hould, to Inhabite & Inioy with out any annoyance & Molestation, from mee my heyres executors, & Administrators for euer/ And for the true & faithfull Prformance of the abouesd Premisses, I haue here vnto set my hand & seale, Decemb^r 1 : 62 :

Testes/ John Cocke/

Joⁿ ffoale his marke &

Daniell Moore *£ P*

The marke of *JA*

Joseph Allcocke (^{his}_{seale})

The marke of Abigayl

This Instrument acknowledged by

Allcocke *A*

Joseph Allcocke to bee his free

Act & Deede, vnto Gillbard

Lugg & Waymouth lystone this

7th day of July 1675/ before

mee Edw : Rishworth Assotiate/

A true Coppy of this Instrum^t transcribed out of y^e originall & y^rwith Compared this 8th day of July 1675 :

p Edw : Rishworth ReCör :

To all Christean people to whom this Prsent Instrum^t shall come/ John Cloyse of Falmouth, & Julian his wife, sendeth Greeeting/

Know yee that the sayd John Cloyse & Julian his wife, for the loue & Naturall affection Which wee haue & bear to

our sunn Thomas Cloyse, & Susanna his wife, & alsoe In
 Consideration of two oxen now received of him,
 Jn^e Cloyse haue given granted aliend Enfeoffed & Confirmed
 Tohis Son & by these Prsents doe freely, clearly & abso-
 Thomas lutely give grant aliene Enfeoff & Confirme vnto
 our sayd sonn, & Susanna his wife thejr heyres & Assigns
 for euer, A certen Tract of Land on Which I now dwell, &
 which I purchased of Mr Geo: Cleues deceased lijng in Fal-
 mouth, & bounded as followeth to say begining at Well
 Coue, next Adioyneing to y^e Land of Nañll: Wallis, & the
 South side bounded by y^e Land of Nathill Wallis, & from
 Well Coue on a streight Lyne vp the River one hundred
 pooles, to Round Coue, & from Eater sayd bounds, to runne
 into y^e woods one hundred & sixty pooles, onely within
 Round Coue I haue given vnto Nañll: twenty Acers, & vnto
 Tymothy Spurwell Twenty Acers, but they are not to come
 ouer Round Coue, to haue any of the Poynt but to butt vpon
 the Gully of Rownd Coue, & to runne backe into the Woods
 vnto y^e end of my bounds, of one hundred & sixty poole an
 æquall breadth, & all the remajnd^r of the sayd Land being
 about sixty Acers, with houses, both dwelling houses & out
 houses, that now or shall bee on y^e sayd Land, with all y^e
 profetts priuiledges Woods fejlde fences two & in the sd
 Tract of Land, belonging or in any wise app^rtayneing, &
 alsoe all the estate right Title Interest propriety Clame or
 demand w^tsoeuer, of us the sayd John Cloyce, or Julian his
 wife, of in or to the same, or any part or Preell thereof: To
 haue & to hould the sayd Land & houseing with all the
 appurtenances, & euery part & Preell thereof, y^rvnto belong-
 ing or any wise app^rtayneing, vnto y^e sayd Thomas Cloyce &
 Susanna his wife, there heyres & assignes for ever, to y^e onely
 proper vsse & behoofe of them the sd Thomas & Susanna his
 wife, thejr heyres & assignes for ever, freely peaceably, &
 quietly, without any manner of reclayme, Challenge or Con-
 tradiction of us the sayd Joⁿ Cloyse, & Julian his wife, there
 heyres executors administrators, or of any Prson or Prsons

wtsoever, or of any Prson or any Prsons or Prsons, by any Meanes Title or procurement, In any manner or wise without any Accopt or answere y^rfore, to us or any in our name, to bee given or rendered in tyme to come, soe y^t wee y^r sd John and Julian his wife, o^r heyres executors Administrators, nor any other Prsone or Prsons by of for us at any tyme or tymes hereafter, may aske clame Challenge or demand in or to y^e Prmisses or any part y^rof, any Interest tytle vsse or possession, but from all Actions of right title clayme Interest vsse possession or demand y^rof, wee & every of us to bee vtterly excluded, & debarred by these Prsents/ provided always It is reserved & soe Concluded, that y^e sd John Cloyce & Julyan his wife, shall quietly & peaceably Inioy all the aboue sd Premisses, as houses & Lands with all y^e appurtenances, or either of y^m dureing y^r naturall lifes, & After y^r decease, the sd Thoms & Susanna, & y^r heyres & Assigns for euer, is y^e Intent & meaning of these pmisses, to the treuth of w^{ch} Wee haue here vnto set our hands & Seales, this 30th of June 1675 :

Signed sealed & Delivered

in y^e p^sence of us/

George Munioy/

Temperance Munioy

her marke T

John Cloyce (^{his}
seale)

Julian Cloyce (^{her}
seale)

her marke

John Cloyce & Julyan Cloyce

acknowledged the aboue Instrum^t

to bee y^r Act & Deede

vnto Tho: Cloyce & his

wife, this of June 1675 :

before mee Geo: Munioy

Assofe :

A true Coppy of this Instrum^t transcribed & Compared with y^e Originall this 8th day of July 1675 : p

Know all men by these Prsents y^t I william Phillips of Sacoe In y^e County of Yorke In New England Gentle[~] doe hereby giue & grant vnto Humfrey Warrine of Boston

Hum: Warren
&
W^m Phillips

Mrchant full pouer possession & lyberty to build
fish fowle & vse what Tymber hee pleaseth in &
about or vpon y^t Tract of Land by mee given to
my naturall & well belou . . sonn Nathl Phillips as
appeares by an Instrum^t vnd^r my hand & seale, Dated 18th of
Septem^{br} Anno Domⁱ: 1668: without any Molestation, dis-
turbance, or Clayme Challenge from mee the sayd Wiff:
Phillips, as likewise to receiue the vsuall Rent of & from all
the fishermen at y^e stages belonging to Parkers Necke, Ralph
Trustrum onely excepted/ And in Consideration hereof the
sd Humfrey Warrine doth hereby Covenant & Grant to &
with y^e sd Willia^m: Phillips to bee accomptable to y^e sd
Nathl Phillips or his order, w^hsoeuer y^rvnto required. & In
case y^e sd Nathl Phillips is deceased, then to whomsoeuer is
his apparent successors, heyres executor. Administrators or
assigns/ If none such appeare then y^e Lands to bee restored
to y^e sayd Willia^m: Phillips, & y^e sd Warrine not to giue or
pay any consideration for possessing or makeing vse of the
pmisses afore mentioned, for & dureing the tym. past/ to y^e
true Prformance of w^h y^e Partys aboue mentioned haue here
vnto set y^r hands & seales the 6th day of J^ue 1674:

Signed sealed & Deliverd (his
seale) Humfrey Warrine
in the Prsence of us/ Wiff: Phillips (his
seale)
William Britton/
James Robinson/

James Robinson made oath this 19: Aprill 1675: that this
Instrum^t was signed sealed & Delivered by Major Phillips
vnto Mr Humfry warrine, before mee

Bryan Pendleton Assofe:

[175] Mr William Britton made oath the 21th of Janvary
1674, that hee saw & was witness that Major William Phil-
lips, did signe seale & Deliver this Instrum^t as his Act &
Deed to Mr Humfrey warrine before,

Bryan Pendleton Assofe:

A true Coppy of y^s Deed with in written transcribed &
Compared by y^e Originall, this 8th day of July 1675:

p Edw: Rishworth ReCor:

These Presents witnesseth, that I Thomas Spencer, with Patience Spencer my wife, haue for diuerse good causes & valewable Considerations vs moueing there vnto, & for the some of eighteen pounds In hand payd, the receipt w^{ro}f I doe aeknowledg, & y^r with to bee fully satisfyd, doe bargane sell aliene, Entfeoff, conuay & make over vnto my sonn William Spencer all that Land situate, & being neare y^e Falls at Newgewa^{k^e} with in y^e Townshipp of Kittery, it
 Tho: Spencer
 To his Son
 William
 lijng betwixt y^e River, & the now fenced feild I haue in Tillage all the sayd Land in breadth by the River side, to y^e full breadth of my lott, & alsoe all that Land aboue my sayd feild, & between my sonn Danjell Goodings feild, the whoole breadth of my lott, with about eight Acers of Meddow more or lesse, lijng & being at y^e end of a pond, Co^manly known by the name of Willcocks pond with all the appurtenances there vnto belonging, togeather with all the Wood Tymber Trees, & vnderwood & all other priuiledges & Imunitys w^tsoeuer hee the sayd my sonn William Spencer is to haue & to hould to him the sayd William Spencer, his heys, executors, Administrators & Assignes for ever, free & Cleare acquitted & discharged of & from all former, & other barganes sayles Morgages, troubles alienations Prvarications or Incomberances w^tsoeuer, had made or done by mee Thomas Spencer, my wife Patience Spencer, or any other Prsone or Prsons whatsoeuer, from by or vnder mee, Only I the sayd Tho: Spencer with Patience my wife, doe except for our selues dureing our lifes, the full & whoole Improuement & profetts, of & from the abouesd Meddow of eight Acers more or lesse, lijng & being at Willcocks pond, & at our deceases, the full & whol Improuem^t profett or profetts w^tsoeuer, is to returne to William Spencer his heys executors Administrators or assignes for euer more; And that the sayd William Spencer his hey^s or Assignes shall & may at all tymes peaceably occupy the abouesd Lands, onely the abouesayd eight Acers of Meddow, is fully & Clearly excepted, the Improuement of y^e

BOOK II, FOL. 175.

same, to mee the sayd Thomas Spencer & my wife Patience Spencer or assignes as to all profetts there vnto belonging dureing our lifes, & at our decease notwithstanding, all assignem^{ts} to bee of noe force, to & to bee voyd In Law, & shall returne to William Spencer his heyres & assignes the full profetts there of for euer more/ And I the abouesd Thomas Spencer, with Patience my wife doe hereby fully, freely & clearly giue ouer all our rightts & Title to y^e abouesd appurtenances onely the profetts of the abouesayd Eight Acers of Meddow as is excepted, to Willia Spencer, his heyres or assignes for ever more, they peaceably to Inioy the same without any Eviction or expulsion of us our heyres or assignes for euer/ Alsoe the sd Thomas Spencer & Patience Spencer, doe hereby promiss to make any better or further assurance, If seasonably required according to Law, vnto William Spencer or his Assignes, In witness where of I the sayd Thomas Spencer & Patience Spencer my wife, haue here vnto sett our hands & seales, The Twentieth day of October, In the yeare of our Lord One thousand six hundred sixty & three/

The marke of Thomas (^{his}
seale)

Signed sealed & Delivered/

Spencer 

In the Prsence of/

Patience Spencer (^{her}
seale)

Humfrey Chadborne/

Thomas/ Barker/

Thomas Spencer & his wife did acknowledge this to
bee There Act & Deede, this 16 : of Novemb^r 1669 :

Richard Walden Comissio^r/

A true Coppy of this writting with in written transcribed
out of y^e originall & y^rwith Compared this 30 : July : 75/

p Edw : Rishworth ReCor :

To all Christean people to whome these Prsents shall
come/ Nicho : Frost of Kittery, in the County of yorke
shyre, now in the Massatutts Jurisdiction in New England,

& Mary his wife sends Greeteing : Now know yee y^t I y^e
 aboue mentioned Nicho : Frost, & Mary my wife, for diuerse
 good Causes, & Considerations us moueing here vnto, more
 espetially for & In consideration of Twelue thousand foote of
 M^chtable pine boards, in hand received, before the signeing
 & sealeing hereof, of Geo : Broughton of Kittery, & in the
 County & Colony abouesd, wherewith wee acknowledge our
 selues fully satisfyd Contented & payd, & y^rof &

Nic: Frost

To

Geo: Broughton

euery part & Prcell thereof doe acquit, & for
 euer discharge the sayd Geo : Broughton his
 heyrs & Assigns by these Prsents ; Haue abso-
 lutely given granted barganed sould aliend Inffeoffed, &
 Confirmed, & by these Prsents, doe absolutely giue grant
 bargane sell, aliene Enfeoff & Confirme vnto y^e aboue named
 Geo : Broughton a peece . or Prcell of Land being by meas-
 ure sixty Acers, with all the wood & Tymber that is either
 standing or lijag vpon the aforesayd Land, & all appurte-
 nances & priuiledges y^rto belonging, or In any wise apper-
 tayneing, of what nature & kind soeuer, y^e sayd Land being
 bounded as followeth ; vidz^t with the Land of John Crafford,
 on the North West End of it, being one hundred & sixty
 pooles in Length ; & wth y^e Land of Ric : Cutt, & Moses
 Spencer on y^e South East end of it, & on the South west &
 North East sid^s of it wth y^e Comans being 76 pooles in
 breadth To haue & to hould, the aboue mentioned peece or
 Prcell of Land with all y^e wood Tymber, & all the appurte-
 nances & priuiledges y^rto belonging or any way app^rtayne-
 ing to him the sayd Geo : Broughton, his heyres & Assignes
 for euer, & to his onely proper vse & behoofe for euer/ And
 the sayd Nicho : Frost & Mary his wife, for them selves y^r
 heyres & Assignes, doe promiss Covenant & grant, to &
 with the sayd George Broughton his heyres, & Assignes, that
 they the sayd Nicholas Frost & Mary his wife, for them
 selues y^r heyres & Assignes doe promisse covenant & grant
 to & with the sd Geo : Broughton his heyres & Assignes,
 that they the sayd Nicholas Frost, & Mary his wife haue in

them selues good right & ful . pouer, & Lawfull authority
 y^e aboue given & granted Premisses, to sell & dispos . of,
 & y^t the same & euery part & Pcell thereof, are free &
 Cleare, & freely & clearely acquitted exonerated & dis-
 charged of, & from all, & all manner of forme . Gyfts,
 grants Leases Morgages, Wills Intales Judgments, execu-
 tions pouer of Thyrd, & all other Incomberances, of What
 nature & kind soeuer, had mayd done, acknowledged Com-
 mitted or suffered to bee done, or Committed, where by the
 sayd Geo : Broughton his heyres or Assignes, shall or may
 any ways bee molested, in, Eviected, or Eiected out of the
 aboue granted Premisses, or any pa . . or Pcell thereof,
 by any Prsone or Prsons whatsoeuer, haueing Clameing or
 Pretending to haue or Clame any Legall right title Interest
 Clame or demand, of in or to the aboue granted Premisses,
 & the sayd Nicholas Frost & Mary his wife, doth for them
 selues, there heyres executors, Administrators & Assignes
 Covenant, & promiss, & grant to & with the sayd George
 Broughton his heyres & assign . [176] that the aboue given
 & granted peece or Pcell of Land, with all the priuiledges
 & appurtenances there vnto belonging, or any ways appi-
 tayneing, to warrant & for ever defend by these Prsents :
 but It is to bee vnderstood, that If y^e aboue mentioned peece
 or Pcell of Land, doe appeare to bee with in Mr Leaders
 grant of Tymber, that is to say pine Tymber, then the sayd
 Geo : Broughton his heyres nor Assignes shall not Molest,
 or trouble the sd Nicho : Frost his heyres executors Admin-
 istrators for about y^e sayd pine Tymber vpon y^e Land,
 abouesayd/ In witness where of the sayd Nicho : Frost &
 Mary his wife, haue here vnto set there hands & Seales this
 Twenty third day of March, In y^e yeare of our Lord one
 thousand six hundred seauenty & foure, seauenty five
 167⁵/₄ & In the twenty seauenth yeare of the Reigne of our

Soveraigne Lord Charles the second (2) of England Scotland France & Ireland King Defend^r of the faith/

Signed sealed & Deliverd/

In Prsence of us/

Benjame[~] Barnard/

Thomas Cheeke/

Jabez ffox/

William Spencer/

Nicho : Frost (^{his}seale)

his Marke 

The Marke of (^{her}seale)

Mary Frost 

This Deede of sayle was acknowledged
by Nicholas Frost, this 7th of the
5th Moenth 1675 : before mee

Symon Willard Assista^t :

This Deed of sayle was acknowledged by Mary Frost this
24th of June 1675 : before mee Roger Playstead Assote/

A true Coppy of this Instrument aboue written, tran-
scribed out of y^r originall, & y^rwith Compared this 2 :
August 1675 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Thomas Withers
of Kittery, In the County of Yorke Gentle[~] for & in Con-
sideration of Tenn pounds of Lawfull money of New Eng-
land, In hand before the Insealeing & delivery of these
Prsents, Well & truely payd, the receipt w^rof, the sayd
withers acknowledgeth, & him selfe to bee fully satisfyd,
content, & payd, & thereof, & of every part, & Prcell
thereof doth acquit exonerate & discharge, Enoch Hutch-

ines of the sayd Town, & County, his heyres,

Tho: Withers

To

Enoch Houtchine

executors, Administrators, & Assignes for ever :

As alsoe for diverse others good Causes & Con-
siderations, him y^rvnto espetially moueing, hath
given granted barganed & sould, aliend Enfeoffed released &
Confirmed, & delivered, & by these Prsents doth give grant
bargane & sell, aliene Enfeoff release Deliuer & Confirme
vnto the sayd Enoch Houtchine, his heyres executors
Administrators & Assignes, A Tract of Land lijng & being

in Kittery, the one end facing vpon Spruse Cricke, being twenty foure pooles In breadth, & runnẽg vp by a brooke on the South side of It, one hundred & sixty pooles, & vpon the North side, of the sayd Twenty foure pooles in breadth, running vp one hundred & sixty pooles, vpon an East & by north Lyne, & alsoe all profetts priuiledges, to & with in the sayd boundary, belonging and apprtayneing: To haue & to hould the before hereby granted & barganed Prmisses, & euery part & Preell there of, vnto the sayd Enoch Houtchines, his heyres executors administrators & Assignes for ever, & the sayd Thomas Withers for him selfe his heyres, executors Administrators & Assignes, doe Covenant promiss & grant to & with the sayd Enoch Houtchine his heyres, executors Administrators & Assignes, & to & with euery of them, by these Prsents, that all & singular the before sayd Premisses, with all the profetts benefitts & Advantages, in & by these Prsents given granted barganed & sould, & euery part & Parcell there of, at the tyme of the Insealeing & delivery of these Prsents, are & bee & at all tymes hereafter shall bee remajne & Continew, clearly acquitted exonerated, discharged & kept harmelesse, from all manner of former & other barganes sayles gyfts grants leases charges Titles Dowers Troubles or Incomberances w^tsoeuer made committed suffered or done, or to bee made Committed suffered or done, by the sayd Thomas Withers his heyres, executors, Administrators or assignes or any of them or by any other Prsone or Prsones w^tsoeuer, by his or thejr meanes Acts titles Consents or procurement, to y^e treuth of Which I haue here vnto set my hand & seale this 7th of July 1675 :

Signed sealed & delivered/ Thomas Withers (^{his}_{seale})

In the Prsence of us/

George Munioy/

Samuell Donell/

Mr Thomas Withers Acknowledged
this aboue Instrum^t to bee his Act
Deede vnto Enoch Houtchine this
7th of July 1675 : before mee

Geo : Munioy Assote/

A true Coppy of this Instrument transcribed & Compared
with the Originall this 4th of August 1675 :

p Edw : Rishworth ReCor :

To all Christen people to whom these Prsents shall come/
Edw : Godfrey of Agamenticus, In y^e County of Deavon, in
the Province of Mayne Gentle ~ sendeth Greeeting: Know
yee that the sayd Edw : Godfrey, for the Consideration here
after in these Prsents mentioned, as alsoe for diverse other
good Causes, & valewable considerations, him the sayd Edw :
Godfrey there vnto espetially moueing, hath given granted,
barganed, sould, Enfeoffed & Confirmed, & by these Prsents
doth freely & absolutely (for him & his heyres)

Edw ^d Godfrey	give grant bargan sell Infeoff & Confirme vnto
To	
Jn ^s Alcock	John Allcocke of Agamenticus aforesayd Planter,
	tenn Acers of vpland scituate lijng & being, on

the East side of the River of Agamenticus aforesd, bounded
with the Land of Joseph Gynkes on the South side, the
Land of Abraham Preble on the North West, the Commans
on the North East, & the high way lately sett out on the
South West, & alsoe one Preell of swampe Land, lijng North
East towards the high way aforesayd, bounded with a small
Cricke or fresh brooke on the South West, the Land of
Joseph Jnkes on the South East, And the Land of Abra :
Preble on the North West ; To haue & to hould the afore-
sayd vpland, & swampe, & all & singular the Premisses,
with appurtenances vnto the sayd John Allcocke, his heyres
& Assignes, for euer, hee the sayd John Allcocke his heyres
& assignes, yeilding & paijng for all dues Issewing out of
the pmisses vnto the sayd Edw : Godfrey his heyres, &
Assigns two days worke of a man yearly, & the sayd
Edward Godfry for him selfe his heyres [177] & assignes
doth hereby Covenant to & with the sayd John Allcocke
his heyres & assignes, that hee the sayd John Allcocke his

heyres & assignes, shall & may from tyme to tyme, & at all tymes hereafter, peaceably & quietly haue hould occupy possess, & Inioy the aforesd Premisses, & every part & Preell thereof (togeather with all such priuiledges, as others the Planters of Agamenticus do or ought to Inioy) without any let disturbance euietion, expullcion, or denyall of the sd Edward Godfrey his heyres or assignes, or any other Prsone or Prsons wthsoeur, lawfully Cameing the same, or any part or Preell there of, in from by or vnd^r him, or any of them, freed & discharged, of & from all, & all manner of formr & other barganes sayles, Joynters Dowers, Judgm^{ts} executions & Incumberances, wthsoeuer/ And alsoe that y^e sayd Edw : Godfry his heyres executors &c: at y^e proper Costs & charges of the sayd John Allcocke, his heyres & Assigns vpon reasonable request in that behalfe, to bee made shall & will from tyme to tyme & at all tymes hereafter during the space of tenn years, doe make acknowledg & suffer, or cause to bee done, made, acknowledged, executed, & suffered, all & euery such further, & other lawfull & reasonable Act, & Acts, thing & things devise & devises, in the law for the further & better Assurance, & sure makeing of all & singular the Premisses, before in these Prsents specifyd. according to the true Intent & meaneing here of, & alsoe shall & will seale & Deliver vnto y^e sayd John Allcocke his heyres or Assignes, the like Deede verbat as these Prsents, Ingrossed in parchment Wthsoeuer the sayd deed shall bee by the sayd John Allcocke his heyres or Assignes tendered to y^e sayd Edw : Godfrey, his heyres or Assignes, & the sayd Edward Godfrey hath hereby made ordayned & appoynted his trusty & Well beloved frejnd, Abraham Preble his true & lawfull Attorney, for him & in his name to Enter into y^e Premisses, aforesayd, & thereof full possession to take, & after such possession is taken to deliver for him, & in his name, possession & seisine of all the sayd p^rmises, vnto the sayd John Allcocke, his heyres, & Assignes for ever, rati- fying the same as his Act, & deede, by these Prsents/ In

BOOK II, FOL. 177.

witness w^rof the sayd Edward Godfrey; hath here vnto set
his hand, & seale/ Dated the sixteenth day of March Anno
Dom 1642 :

Sealed & Delivered In y^e p mee Edw : Godfrey/ (^{his}_{seale})

Prsence of/ Oliver Godfrey/ Edw : Johnson/

Roger Garde/

A true Coppy of this Instrument or deed aboue written
transcribed, & Compared with y^e originall this 5th of
August 1675 : p Edw : Rishworth ReCor :

Memorandum that possession was taken by the with in
named Abra : Preble of the Premisses with in granted/ &
possession & seisine thereof by him delivered vnto the with-
in named John Allcocke/ In y^e Presence of/

Peter Weare

The marke of Richard

Bankes



Memorand^r: It is agreed between the Partys to these
Prsents, that part of the spring next to Abra :

Spring Prebles house, shall remajue in Coman for the
rest of the Inhabitants there/ John Allcocke/

Witness/ Roger Garde

Edw : Johnsone/

Septemb^r 26 : 1644 :

Jⁿ^o Alcock

To

Peter Weare

Know all men by these Prsents, that I John

Allcocke of Gorgeana doth make ouer to Peter

Weare, all my right & Title here in expressed,

with all the P^rmisses there in expressed, witness John
Allcocke, & possession given/ by mee John Allcocke/

In the Prsence of/

Abraham Preble/

Ric : Bankes his marke




BOOK II, FOL. 177.

I doe hereby Assigne ouer vnto Mr John Gouch, all the
 appremisses herein expressed, with y^t bujlding
 there vnto Added, for a Certen Consideration
 by mee agreed vpon/ March 16 : 1650

S^d Weare
 To
 Jn^e Gouch

Peter Weare/

Witness, Nicho : Davis/
 The Marke of  Nicho :
 Greene/

A true copy or Coppys
 of these Assignem^{ts} tran-
 scribed and Compared
 with y^e originalls this 5th
 of July 75

p Edw : Rishworth ReCor :

To all to whome these Prsents shall come/ Edward God-
 frey of Agamenticus In the County of Deavoñ, In the
 province of Mayne Gentle ~ sendeth Greeeting Know yee
 that the sayd Edw : Godfrey, for the Considera-
 tion hereafter in these Prsents mentioned, as
 alsoe for diverse good causes, & valewable Con-
 siderations, him there vnto espetially moueing,
 haue given granted barganed sould, Infeoffed, & Confirmed,
 & by these Prsents doth freely & absolutely giue grant
 Enfeoff & Confirme vnto Abra : Preble of Agamenticus
 aforesd Plant Tenn Acers of vpland scituate, lijng & being,
 on the East side of the River of Agamenticus aforesd,
 bounded with the Land of John Allcocke on the South East,
 & the Lands of Thomas Chambers on the North West, &
 the Land of the sayd Edw : Godfrey on the North East, &
 the high way lately sett out on the South West/ & alsoe a
 Prcell of swampe lijng neare the sayd tenn Acers of Land
 abutting with the high way aforesayd, on the North East,
 vnto a small brooke runneing down the sayd swampe on y^e
 South West to y^t part of the sayd swampe, w^{ch} belongs to
 Thomas Chambers on y^e North West, & to that part of the
 sayd swampe, w^{ch} belongeth to John Allcocke on the South

Edw^d Godfrey
 To
 Abr^s Preble

East, To haue & to hould the aforesayd vpland & swamp & all & singular the Premisses, with appurtenances, vnto y^e sayd Abra: Preble his heyres & Assignes for ever, the sayd Abra: Preble his heys & Assignes, yeilding & paijng for the Premisses vnto the sayd Edward Godfrey his heyres & Assignes for all dues Two days worke of a man yearly/ & the sayd Edw: Godfrey for him selfe his heyres & Assignes doth hereby Covenant, to & with the sayd Abra: Preble his heys & Assignes shall & may from tyme to tyme, & at all tymes hereafter peaceably & quietly haue hould occupy possess & Inioy y^e aforesd Premisses, & every part & [178] Prcell there of togeather with all such priuiledges, as the Planters of Agamecticus, doe or out to Inioy, without any lett disturbance, eviction or expulsion of the sd Edw: Godfrey, his heyres or Assignes, or any other Prsone or Prsons w^tsoeuer, lawfully Clameing the same, or any part or Prcell of, in from by or vnd^r him, or any of them freed & discharged of and from, & all manner of former barganes sayls Joynters Dowers Judgm^{ts} executions, & incomberances w^tsoeuer, & alsoe that y^e sayd Edw: Godfrey his heyres & Assignes at the proper Costs, & Charges of the sayd Abra: Preble his heyres & Assignes, vpon resonable requests, in that behalfe shall & Will from tyme to tyme, & at all tymes hereafter, dureing the space of tenn years, doe make acknowledg & suffer or cause to bee done made, acknowledgd executed & suffered, all & euery such further & other lawfull & Reasonable Act & Acts, thing & things, devise & deuises in the law for y^e further & better Assurance, & sure makeing of all & singular the Premisses, before in these Prsents specifyd, according to y^e true Intent & meaneing of these Prsents, & alsoe to seale & deliuer to y^e sayd Abra: Preble his heys Or Assignes the like Deede verbatim as these Prsents, Ingrossed in parchment, wⁿsoeuer the sayd Deede shall bee tendered to y^e sayd Edw: Godfrey his heyres or Assignes/ & the sayd Edw: Godfrey hath made ordaned & appoynted his trusty & Well beloued frejnd John Allcocke his true &

lawfull Attorney for him, & in his name, to Enter into y^r sayd P^rmisses, & y^rof full possession to take, & after such possession taken to deliver for him & in his name possession & seisine of all the sayd P^rmisses, vnto y^r sayd Abraham Preble his heyres & Assignes for euer, ratifijng the same as his Act & deede by these P^rsents/ In witness w^rof hee hath here vnto set his hand & seale the twentieth day of Decembr Anno Dom^o 1642 :

Sealed & delivered in the p^r mee Edw : Godfrey (^{his}seale)

Prsence of/

Oliver Godfrey/

John Allcocke/

Memorand^o the 23th day of December 1642 : possession was taken by the with in named John Allcocke of y^e p^rmisses with in granted, & by him delivered unto y^e within named Abraham Preble in the Prsente of us, Thomas Curtis/
John Twisden/
Peter Twisden/

Furthermore the sayd Abraham Preble, his heyres & Assignes is to haue free Co^manage of pastour tymber for bujlding, or any necessary vsse for his Accomodation of Employment to bee vsed in the Premises, & behind his Dyvident tenn Acers more of Land Adioyning to y^e North east End of the sayd Dyvident/ p^r mee Edw : Godfrey/

A true Coppy of this Instrument, with y^e possession, & postscript, transcribed out of the originall, & there with Compared this 6th day of July 1675 :

p^r Edw : Rishworth ReCor :

This Deede made the 10th of May 1653 : between Mr Edw : Godfrey, & Mr Abra : Preble, witnesseth that the sayd Edward in the behalfe of him selfe & his Assotiats by vertue of a Pattent beareing date the 23 of March : 37 : & devission thereof made the 11th of Novemb^r 1641 : as may appeare,

D^{tho}
To
D^{tho}

hath right title & Interest in Certen Lands in
Agamenticus, now Called yorke amongst w^{ch} to
a Preell Comanly called the planes of w^{ch} the sd
Edward, did formerly give vnto y^e sayd Abraham
Preble by two deeds Twenty Acers, & a lot to John All-
cocke, w^{ch} was sould to Peter Weare by him to John Gouch
of Wells, the same being now bought by Mr Abra : Preble/
This Deede witnesseth, that I the sayd Edw : Godfrey, doe
further give grant Infeoff & Confirme, vnto the sayd Abra :
his heyres & Assignes for ever, tenn Acers more to runne
on the backe side of the sd Lott, adioyning to the Lands,
of the sayd Abra Preble hee or they paijng such acknowl-
edgm^t as by the sayd former grants are specifyd/ In witness
w^{of} haue here vnto put my hand the day aboue sayd/

Signed In psence of us/

p mee Edw : Godfrey

John Davess/

Fran : Raynes/

A true Coppy transcribed, & Compared with the originall
this 6th day of August 1675 : p Edw : Rishworth ReCor/

W^m Hooke
To
Jⁿ^e Gouch &
Peter Weare

Know all men by these Prsents, that I Mr
William Hooke M^{ch}ant dwelling in Sawlsbury
In New England, doth giue grant & Confirme,
vnto Mr John Gouch of Gorgeana, & Peter
Weare of the aforesd Gorgeana, for thejr heyres & Assignes
for ever, fourty Acers of Land, beginjng at the side of the
little River, on this side of Cape Nuttacke beach, that is to
say twenty Acers to Mr John Gouch, & Twenty Acers I doe
give to y^e aforesayd Peter Weare/ witness my hand & seale
this 10th of Octobr 1644/

William Hooke (his
seale)

Witness

Henery Donell
his marke *HD*

A true Coppy of this Instrument, tran-
scribed & Compared with y^e originall
this 6 : July : 75 : p Edw : Rishworth

ReCor :

BOOK II, FOL. 178.

Know all men by these Prsents, that I Mr William Hooke
M^echant dwelling in Sawlsbury, in New England,
W^m Hooke doth giue grant & Confirme vnto John Gouch
To Junjo^r of Gorgeana to his heyres & Assignes for
Jⁿ Gouch euer, tenn Acers of Land, next to the aforesayd
fourty Acers of Land, w^{ch} I haue given to Mr Joⁿ Gouch &
Peter Weare, witness my hand & seale this 18th of Octobr^e
1644/ William Hooke (^{his} seale)

Witness/

Henery Donell A true Coppy transcribed out of the
his marke *HD* originall this 6th July 1675/
p Edw : Rishworth ReCor :

Wee whose names are here vnder subscribed,
York Comtee being chosen by the Town & approved of by the
To County Court, to order the affayres of the Town
Abra: Preble of Yorke Wee haueing this day layd out severall
lotts of Marsh, Wee doe alsoe allow vnto Abra : Preble, that
Tract of March lijing & being between y^e Marsh of Mr Edw :
Johnson, in the North west branch of the Marsh, & a P^{re}cell
of Marsh of Hene : Donells, the aforesd Marsh lijing in foure
severall Parcells, & was layd out vnto him the sayd Abra :
Preble by the Town in the yeare 1646

Witness our hands, the first of July, 1653 :

William Hilton/ John Allcocke/ Arther Bragdon/
Ric : Bankes/

A true Coppy transcribed out of y^e Originall y^s 6 : July :
75 : p Edw : Rishworth ReCor :

BOOK II, FOL. 179.

[179] Whereas Thomas Esquire, did by promisse giue & grant vnto Abra: Preble John Twisden, Richd

Richd Vines
To
Abra: Preble
Jn Twisden
Richd Banks &
Tho: Curtis

Bankes, & Thomas Curtis, all of Gorgeana a fresh Marsh contayneing twelue acers or thereabouts, liing neare two Miles from the now dwelling house of the sayd Abra: Preble, Nearest North & by West/ These Prsents witness

that Richd Vines, Steward Generall of the Province of Mayne, doe for & In the behalfe of Sir Fardinando Gorges K^t Ld Proprietor of the sayd Province, Confirme the P^rmisses vnto y^e sayd Abra: Preble, John Twisden, Richd Bankes, & Thomas Curtis, there heyres & Assignes for euer, the sayd Abraham & the rest yeilding & paijng vnto the sayd Sir Fardiⁿ Gorges, his heyres or Assignes 12^d p Ann^u: In witness w^of, I haue here vnto set my hand & seale, the 20th day of November, 1645:

Richd Vines (^{his}_{seale})

Witness/

Joseph Hull

George Puddington/

A true Coppy transcribed, & Compared w^h the originall this 9th of August: 1675:

p. Edw: Rishworth ReCor:

This Decde made 25th of June 1652: between Mr Edw: Godfrey on y^e one Party, & Mr Abra: Preble on the other Party, Witnesseth that the sayd Edward In the

Edw^d Godfrey
To
Abra^m Preble

behalfe of him selfe & his Assotiates, by vertue of a Pattent beareing date the 23^d of March: 37: & a deuission made thereof the 11th of Novem^{br}

1641: as by the same doth & may more at large appeare/ hath Right Title & Interest in Certen Lands, & a Certen Cricke Comanly known by the name of Mr Gorges Cricke/ for diverse good Causes & Considerations him there vnto Moueing, doth giue grant Enfeoff & Confirme vnto the sayd Abra: Preble his heyres & Assigns for euer, A Precll or

BOOK II, FOL. 179.

Tract of Land Contayneing Twenty Acers, more or less, bounded on the Cricke side to Contayne eighty poole, & to begine Southwardly at y^r Riverlet. W^r Willia^m Ellinggham & Hugh Gayle end there fiftety Acers, Norewardly to a marked tree, & soe seaventy rod Eastwardly, as Ellingghams & Gayls lot runneth, the sayd Abra Preble his heyres & Assignes, yeilding & paijng vnto y^r sayd Edw: Godfrey his his heyres & Assignes for ever, three shillings foure peence If demand- ed, the first payment begining seaven years after the date hereof/ In witness w^{of} hee hath here vnto put his hand & seale the day aboue sayd/

Signed sealed & Deliverd in p mee Edw: Godfrey (^{his} _{seale})
the Prsence of

Hugh Gayle his Marke *H D*

Witt: Ellinggham his marke *WE*

A true Coppy here of
transcribed, & Com-
pared with the origi-
nall this 9th day of
August 1675:

p Edw: Rishworth ReCor:

July: 21: 1645:

Know all men by these Presents that I Christopher Rogers
servant in tyme past vnto Sir Fardiñ: Gorges, but now of
Pischataqua Planter, doth sell vnto Mr John
Chris: Rogers Gouch of Gorgeana, a Prcell of Marsh w^h the
To sayd Mr Thomas Gorges gaue in the behalfe of
Jm Gouch the aforesd Sir Fardinad^o Gorges to y^e sayd
Christopher Rogers, liueing on the Southward side of y^e
River of Gorgeana, or else aforesd Agamenticus, being a
poynt of Marsh lijng on this side of a Marsh Poynt given to
Peter Weare of the aforesd Gorgeana w^h poynt w^h was
given vnto Christopher, I the sayd Christopher doth sell all
my own Interest & right w^h I haue in the same, & doe give
vnto the sayd Mr John Gouch full possession of the same/

BOOK II, Fol. 179.

In testimo^y here of I the sayd Christopher haue herevnto
set my hand/ Christopher Rogers/

Witness, Peter Weare/

Joⁿ Twisden/

A true Coppy transcribed & Compared wth y^r originall
this 9th August : 75 : p Edw : Rishworth ReCor :

These witnesseth, that Wee whose names are here vnder
subscribed being appoynted by the Select men of the Town
of Yorke in the yeare 1658 : to lay out vnto Abraham
Preble of Yorke aforesayd, Twenty Acers of Land which
the sayd Abra : formerly bought of Mr John
York Comtee Gouch on the South West side of the little River,
To wh^{ch} is between the Towne & Cape Nuttacke beach,
Abra Preble which accordingly Wee haue done, the bounds
w^{ch} of is as followeth, that is to say to beegine at a marked
tree standing on the aforesd Rivers side, neare the Land of
Hene : Donell towards the sea, & for to runne forty rodds,
or pools towards y^r South West w^{ch} severall trees are marked,
& to runne the same breadth vp into y^r Countrey butting on
the South west side of the aforesd Little River foure scoore
rodds or poole to y^r fullfilling of Twenty Acers/ witness our
hands, this 30th of Janvary : 1659 : Ric : Bankes

Joⁿ Twisden/

A true Coppy of this grant transcribed & Compared with
y^r originall this 9th August 75 : p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Tho :
Tho: Gorges Gorges Deput^y Gouver of the province of Mayne,
To doe In behalfe of Sir Fardinad : Gorges K^t Pro-
Peter Weare prietor of the sd Province, do giue, grant,
Enfeoff, & Confirme, vnto Peter Weare of Gorgeana his

BOOK II, Fol. 179.

heyres & Assigns for euer, a Necke of Marsh named y^r narrow Necke, being by estimation two Acers, or y^r abouts bee It more or lesse, yeilding y^rfore & paijng vnto y^r sayd Sir Fardin^e Gorges, his heysr or Assignes, one shilling at or vpon the 29th of Septemb^r yearly/ Given vnd^r my hand & Seale this 15th day of July 1643 :

Tho : Gorges Dep^t Gou^rer/

I doe hereby at this Prsent Assigne ouer vnto Mr John Gouch my Marsh herein specifyd, with all my Marsh given mee In Agamenticus for a Consideration agreed on by mee/ March 16 : 50 :

Peter Weare/

Witness Nicho :

A true Coppy of this Grant & y^e Assignement transcribed out of y^e originall, & y^rwith Compared this 9th day of August 1675 :

Nicho : Daus/

the Marke of

Nicho : Greene/

p Edw : Rishworth ReCor :

The Deposition of Mr Edw : Johnson of Yorke, June 11th 1657 :

This Deponent sworne sayth, that little before Thomas Gorges Esq^r, went out of New England w^{ch} was about 13 or 14 years agoe, this Deponent sayth, that hee was Prsent in the Marshes of yorke, w^{ch} the aforesd Tho : Gorges, & Peter Weare, at w^{ch} tyme, this Deponent sayth, that In his

Prsence, hee did see Thomas Gorges give vnto the aforesayd Peter Weare, full & free possession to y^e vss of the sayd Peter Weare & his heyres for ever, of a Certen poynt & Prcell of Marsh lijng on the South side of the River, in

the South West branch of the Marshes of yorke, w^{ch} poynt & Prcell of Marsh was Called the narrow Necke, & now is Called known by the name of the Gurnetts Noose : And further this Deponent doth affirme that at y^e same tyme Tho :

Edw^d
Johnson
Test. for
Petr
Weare

Gorge^s Esq^r, in this Deponents Prsence did give vnto his two servants Christopher Rogers & Will : Davess, two poynts of Marsh liing next below the aforesd poynt of marsh given vnto Peter Weare, & are alsoe liing & being on the South side of y^e River, in the South West branch of y^e Marshes of Yorke/ & further sayth not/

Taken vpon oath before mee Joseph Bolles/

A true Coppy transcribed wth y^e originall this 9th of August 1675 : p Edw : Rishworth ReCor :

[180] The Deposition of Robert Knight of Yorke aged about 71 yeares/

This Deponent doth affirme y^t Mr Thomas Gorges a little before hee went out of New England, w^{ch} is about 14 or fiueteen years since, this Deponent being Prsent with the sayd Mr Gorges, & Peter Weare; heard the aforesd Mr Gorges in this Deponents Prsence, give & grant vnto the aforesd Peter Weare & to his heyres for ever, one peece or Prcell of Marsh called the Narrow Necke, & now commanly Called & known by the name of y^e Gurnetts Noose, liing & being on the South side of the River, In y^e South west branch of y^e Marshes of yorke/ & further sayth not/

Taken vpon oath this 7th of Decembr^e 58 : before mee

Edw : Johnson/

A true Coppy transcribed, & Compared with y^e originall this 10th of August 1675 p Edw : Rishworth ReCor :

The Deposition of Peter Weare aged about fourty yeares, being in Company with Mr Tho : Gorges, vpon the South West branch of yorke River, some tymys before the goeing of Mr Gorges out of New England, w^{ch} is about foureteen or fiueteene

Peter Weare
Test for
Chris: Rogers
& W^m Davis

years since at w^{ch} tyme this Deponent doth testify, that y^e sayd Mr Tho : Gorges, did giue & grant vnto Christopher Rogers & Willia^m Davis, vpon the South west branch of the aforesd River of yorke, one small poynt of Marsh Contayneing one Acer & an halfe, & one Cricke of Marsh lijng on the lower side of the aforesd Poynt, w^{ch} Marsh was to bee aequally devided between Christopher Rogers & William Davis, w^{ch} Marsh is vpon the south side of the South West branch of the afore sayd River/

Taken vpon oath this 7th of December 58 : before Edw : Rishworth/



A true Coppy transcribed, & Compared with y^e originall this 10th of August 1675 : p Edw : Rishworth ReCor :

These Prsents doe testify that I Samson Anger of Yorke In the County of york plantr for severall good causes & Considerations there vnto mee moueing, & more espetially for the some of eight pounds to mee in hand payd,

Jas^r Pulman
From
Sam^s Angier

by Jesper Pullman of Yorke fisherman, wth I am fully Contented & satisfyd, doe hereby sell giue grant aliene Enfeoffe & Confirme, from mee my heyres executors administrators & assignes, vnto the sayd Jesper Pullman his heyres executors Administrators & assignes, & haue hereby given granted aliend Enfeoffed & Confirmed, vnto the sayd Jesper Pullman his heyres executors Administrators & Assignes, for ever, a Certen Tract or Prcell of Meddow Land or sault Marsh, lijng & being on the Wester most end of y^e Great Yland, lijng ouer against Thomas Trafftons fejd, goeing from the Norther end of the great Ysland to a small Cricke, that comes neare vnto It, contayneing the quantity of one Acer of Marsh bee It more or lesse, lijng & being between the sayd Crick Notherly & the broad Coue Southward, or South Westwardly, next vnto William Moors Ysland, w^{ch} hee lately bought of John

Harker: To haue & to hould the sayd Tract or quantity of Marsh, with all the priuiledges Imunitys, lybertys & all other appurtenances therevnto belonging, from mee the sayd Samson Anger, with the Consent of my wife Saraih my heyres executors, administrators & Assigns, vnto y^e sayd Jesper Pullman aforesd his heyres executors Administrators or Assignes for euer/ And further the sayd Samson Anger doth Couenant & agree with the sayd Jesper Pullman, that y^r sayd Marsh is free & cleare, from all Titles troubles, Morgages alienations, Clames, & all other Incomberances w^hsoeuer, & that y^e sayd Samson Anger in the behalfe of him selfe, his heyres executors Administrators & Assignes will warrant & defend the same from all Prson or Prsons w^hsoeuer, that shall Clame any title, Clayme from by or vnder him, or them, or by his meanes, or there procurement, vnto y^r sayd Jesper Pullman his heyres administrators & Assignes for euer/ as witness my hand & seale, w^hvnto I haue afixed the same, this foureteenth day of August one thousand six hundred seaventy fve, Anno Domⁱ: 1675: In the Twenty seaueth yeare of our Soveraigne Ld the King, Charles the secund, of England Scotland France & Ireland, Defend^r of y^e faith &c: Samson Anger his

Signed sealed & Delivered in the	Marke 	(his seale)
Prsence of Edw : Rishworth/	Saraih Anger her	
Susanna Rishworth/	marke 	(her seale)

It is to bee vnderstood that there is a quarter of an Acer of vpland, lijng on the North of the sayd Marsh, granted by Samson Anger & Saraih his wife, vnto Jesper Pullman, lijng & being as the trees are marked out/

This bill of sayle for the Marsh aboue written, & the peece of vpland vnder written is acknowledged by Samson Anger, & Saraih Anger his wife, to bee y^r Act & Deede this 14th of August 1675/ before mee Edw : Rishworth Assofe/

A true Coppy of this Instrument transcribed out of the
 originall & y^rwith Compared this 16th day of August 1675 :
 p Edw : Rishworth ReCor :

Know all men by these Presents that I Edward Rishworth
 of Yorke, In the County of yorke ReCor : by & with the
 Consent of Susanna my wife, vpon severall Considerations
 there vnto mee moueing, & more espetially for the sune of
 nine pounds in silver, Current money of New
 Edw^d Rishwth England, to mee in hand payd, vpon the Enseale-
 To ing & Deliuey of these Presents, by Job Allcocke
 Job Aleock Leeft^e of the Town aforesayd, vpon the receipt
 w^rof I doe acknowledg my selfe to bee fully payd Contented
 & satisfyd, doe by these Presents giue grant bargane Enfeoff &
 Confirme, & haue hereby given granted barganed Enfeoffed
 & Confirmed from mee my heyres executors Administrators
 & Assignes, vnto Job Allcocke his heyres executors admin-
 istrators & Assignes for ever, a Certen Tract or Messuage
 of vpLand Contayning the quantity of one full Acer, lijug &
 being by the water side, bee It more or less, bounded by &
 Adioyneing vpon the Land of John Brawne on the South
 East side, & the Land of Edw : Rishworth on y^e North
 West, w^rvpon the sayd Allcocke hath lately bujlt a New
 house, W^h Land fronteth vpon the River, right ouer against
 the Coue, w^r three Maple stakes are set down where is ware
 house is now bujlt, contayneing the Number of Twenty eight
 pooles backe to a Maple stake, toward the high way, &
 seaven pooles in breadth ruⁿeing backe to y^e high way
 towards the lott formerly Phillip Hatches, now Jesper Pull-
 mans, vntill the quantity of one acer or y^rabouts bee fully
 Compleated ; To haue & to hould the sayd Tract of vpland
 with all the priuiledges & appurtenances as aboue expressed
 vnto y^e sayd Job Allcocke his heyres executors administra-
 tors & assignes for euer, & I the sayd Rishworth doe further

Covenant & Agree with Job Allcocke aforesd that y^e sayd
Acer of vpland, is free & Cleare from all manner of Titles
Clames leases & Morgags what soeuer, & doe hereby stand
bound to warrant & Defend the same from all Prson or
Prsons w^hsoeuer, ptending any Clame or Clames from by
or vnd^r mee/ In testimony w^hof of all & euery of the aboue
barganed Prmisses, I haue here vnto afixed my hand & seale,
this Twenty seauenth day of March, one thousand six hun-
dred seauenty five/ 1675 : Edw : Rishworth (^{his}seale)

Signed sealed & Delivered/

in the Prsence of/	Mr Edw : Rishworth doth acknowl-
Andrew Everest/	edg this aboue written Instrum ^t
Patience Hatch	to bee his Act & Deed this Ninth
her marke	day of July 1675 before mee

PH

Rog^r Playstead Asso^te/

Susannah Rishworth doth acknowledg this Instrum^t to
bee her Act & Deede, this first of August 1678 : before mee
Saml^el Wheelewright Asso^te/

A true Coppy of this Instrument aboue written tran-
scribed out of the Originall & there with Compared this 16th
day of August 1675 : p Edw : Rishworth ReCor :


[181] This Indenture made the 25th of November 1667 :
betweene Nicho : Whitte of Westgostoggoe in the povince
of Mayne Planter, of the one Party, & John Wallis of Cas-
coe of the same Province ffisherman of the other Party wit-
nesseth/ That y^e sayd Nicho : Whitte hath given granted,
barganed, & sould, & by these Prsents doth
clearly, fully & absolutely giue, grant, sell &
Confirme, vnto John Wallis his heyres executors
& Assignes for ever, all the right Title & Inter-
est hee hath, might haue, or out to haue, to a plantation
formerly possessed & Inioyed by him the sayd Nicho : Whitte
lijng & being, at a place commanly called or known by the

Nico White
&
Jn^e Wallis

name of Papoding In Cascoe bay, with all & singular Its rights, members, & appurtenances, together with all & euery part & Preell of Marsh, formerly Inioyed & possessed by him the sayd Nicho: Whitte, w^h hee did lue in & possess the aforementioned plantation, together with all houses, ædifices, bujldings, barnes, Orchards, gardings, fejlde Meddows, feedeing Pastures, woods, vnderwoods, profetts Commoditys, Comāns of Pastures, heriditaments, appurtenances Whatsoeuer, to y^e sd Plantation or Prmisses, or to any part or Preell of them, belonging, or any wise appertayneing together, with all deeds writeings, euidences Escripts & monuments w^hsoeuer, touching or Concerning the Prmisses, or any part or Preell of them/ To haue & to hould the sayd plantation, & all & singular the Premisses, herein or hereby granted, & sould, with there & euery of thejr rights, members, & appurtenances w^hsoeuer, vnto the sayd John Wallis his heyres & Assignes for ever/ & the sd Nicholas Whitte for him selfe & his heys the sayd Plantation, & all & singular the Premisses, before granted, barganed, & sould, w^h the appurtenances vnto the sayd John Wallis, & his heyres, to y^e onely proper vss & behoofe of the sayd John Wallis, his heyres & Assignes for euer, against him the sayd Nicho: Whitte, his heyres & Assignes, & all & euery other Prson, or Prsons w^hsoeuer, lawfully Claymeing, by or from vnd^r him or them, shall & will warrant & defend; In Consideration w^hof, hee the sayd John Wallis doe by these Prsents, bind him selfe his heyres, & executors to pay, or Cause to bee payd, vnto y^e sayd Nicho: Whitte his heyres or assignes the full & Just some of Twenty foure pounds, Sterlg, In manner, & forme following, vidz^t one halfe In English goods, such as the sayd Nicho: Whitte shall appoynt, at price current, the other halfe in Cattle as they shall bee prised by two Indifferent men, w^h payment of goods & Cattle is to bee payd by him the sayd John Wallis, his heyres, or executors to him the sayd Nicholas Whitte, his heyres or Assignes, at or before the last of Septeb: In y^e


yeare of our Lord 1668 : In witness w^{of} the Partys aboue
named to these Prsent Indentures, Interchangeably hau set
theire hands & Seales the day & yeare aboue written/
before the signeing sealing, & Deliuery hereof, It is con-
cluded by the Partys aboue mentioned, that If any backe
rents appeare Legally to bee due In reference to y^e Land, or
Marsh Nicho : Whitte hath sould, hereby vnto John Wallis,
that Nicho : Whitte his heys or Assigns is to pay the same/
die Predicto/ Nicholas Whitte his

Signed sealed & deliuered

marke  (his
scale)

in the psence of us/

Joseph Phippen

John Wallis his Marke  (his
scale)

Thomas Stamford

with y^e Consent of Daniell

his marke 

Whitte his marke/ 

A true Coppy of this Instrum^t transcribed, & Compared
with the originall this 20th of August, 1675 :

p Edw : Rishworth ReCor :

Joseph Phippen Junjo^r tooke his oath that hee was Prsent
& a witness When Nicholas Whitte signed sealed & Delivered
this writeing or Instrument as his Act & deed vnto John
Wallis/ Taken this 7th of March : 167¹/₆ before mee

Fran : Neale Assotiate

Thomas Stamford acknowledged that hee was Prsent, & a
witness wⁿ Nicho : Whitte signed sealed & Delivered this
Instrument as his Act & Deede vnto John Wallis, before
mee this first of Aprill 1671 : Fran : Neale Assotiate/

A true Coppy of these Oaths transcribed & Compared w^h
y^e originall p Edw : Rishworth ReCor :

Received in part of payment of the within mentioned
some the some of Twenty foure pounds seaven shillings six
peece by mee Nicho : Whitte of John Wallis, as witness my
hand this 25 : of Novembr (1667)

Nicho : Whitte his marke



Receits &c

Further more Received in part of this payment

BOOK II, FOL. 181.

at Natha^l Wallesses, by the deceased Nicho : Whitte in severall Preells & Prticulars the Just some of — 03 : 15 : 9


acknowledged by mee William Haynes/

More Received by mee Witt : Haynes of Pine Poynt, in part of payment towards the Premisses here in mentioned 4 yds of Cloath at 8^s p yd/ August 20 : 72 :

Pr mee William Haynes/

This 17th of July 1673 :

Alsoe according to a discharge given vnder the hand of mee the sayd Haynes, Wee the sayd Haynes, & my wife Margery haue Received the some of between foure & five pounds in a sayd Cow, being the last part or payment due vpon this deed witness my hand/ William Haynes

Alsoe my wife Margery, hath acknowledged & given her Consent before those witnesses to y^e treuth of this/ & his wife Rebecca Maddiver Joell Maddiver his Marke
her marke **R** 

Joell Maddiver, & Rebecca Maddiver his wife maketh oath that Mr William Haynes, did own the sayd writeing on the left side to bee his Act & Deede, & his wife Margery did acknowledg her free Consent thereto, & to y^e within deed to John Wallis, in our heareing/ Taken vpon oath this 26 : of May 1675 : before mee George Munioy Assofe/

A true Coppy of these receipts aboue written, transcribed out of the originall, & there with Compared this 20th day of August 1675 : p Edw : Rishworth ReCor :

To all Christean people to whom this Prsent Instrument shall come, Major William Phillips of Winter harbour, in the province of Mayne In New England sendeth greeteing in our Lord God euerlasting/ Know yee that y^e sayd Major Willia[~] Phillips, with the free Consent of Bridget his wife, for & in Consideration of one hundred sixty & one pounds three shillings & eleven peence, in money & other current

pay in New England to him in hand before the sealing, & delivery here of, well & truly payd, & w^{ch} law is fully contented & satisfied, by William Hutchinson of the Towne in New England Myndt the receipt w^{of} the sayd William Phillips doth acknowledge by these Prsents, hath given granted bargained sould, aliened Enfeoffd & confirmed, & by these Prsents doth give grant bargain sell, aliene, Enfeoff & confirm unto the sayd William Hutchinson his heires & Assignes for ever, a Tract or Pyrell of Land being & lying in Sacon River, wth the Tyde sides & floweth, the breadth of it being one hundred thyrty & seaven pooles, vpon a South East, & North West lyne taking in all the Comes vpon the Tyde River, & see to low water marke, with all y^e priuiledges of fishing & fowling, hawking & hunting, belonging & any wise appertayning to the Pattent, & to begine at a little fall, being on the west side y^e of, on the side of It [182] a little about the ould dwelling house, & see from thence to goe down to y^e River by a little brooke w^{ch} is about twelue poole from the Rocks into the River, & from that Rocks to begine vpon a South West lyne, & to runne foure Miles in Length South West which is the breadth of the Pattent, & continue its breadth of one hundred thyrty & seaven pooles in all places; the South East marked tree bounded or adioyning to y^e Land of Zachary Gylliams & Epenam Turners, & see running vpon a South West lyne the whole breadth of the Pattent continuing its whole breadth one hundred thyrty seaven pooles in all places. And alsoe forty Acers, or the one halfe of a Marsh Commonly Called or known by the name of Cranbury Marsh, & If the one halfe of the whole Marsh alsoe not to forty Acers, then w^{ch} Number of Acers are wanted of Marsh shall bee made vp by the vpland next Adioyning to It, to compleate the forty acers aforesayd: The Marsh lying about two Miles & one halfe South or South West from Sacon Falls, & about two Miles from Goodman Bullys dwelling house, wh^{ch} is situated neare Sacon River,

with all woods, vnderwoods, Tymber trees, waters, water Courses, Meddows, fishing fowlings huntings haukings, ways easements, passages, profits Commealtyes Jurisdiction Emoluments Comans, priuiledges, & appurtenances w^hsoeuer, y^ein or y^evnto belonging or in any wise app^ortayning; And all the estate right title interest vsse propriety, possession Clame & demand w^hsoeuer of him the sayd Majo^r William Phillips of in or vnto the sayd bargained premises: To haue & to hould the sayd bargained Premisses with the profits priuiledges, & appurtenances to them or either of them respectiuey belonging, vnto the sayd William Hutchinson his heyres, & Assigns, to his & there own proper vsse & behoofe henceforth & for euer: And the sayd Majo^r William Phillips for him selfe his heyres executors & Administrators, doth Covenant, promiss & grant to & with the sayd William Hutchinson his heyres, & Assigns by these Presents as followeth, that hee hath in him selfe full pouer & Lawfull authority, the Premisses to grant, bargane, sell & Continue as aforesd, And the sayd William Hutchinson, his heyres & Assignes shall & may hence forth for euer lawfully quietly & peaceably haue hould possess, & Inioy the sayd bargained Premisses & euery of them, free & cleare, & Clearly exonerated, acquitted, & discharged, or otherwise from tyme to tyme, & all tymes hereafter, p the sayd Majo^r William Phillips his heyres executors administrators sufficiently sayed, & defended & kept harmeless of & from all & all manner of former & other grants gyfts barganes sayles, Mortgages Wills Judgm^t executions, Dowers, & Titles of Dowers, to bee Clamed by the sayd Bridget, his now wife, & of & from all other Acts, Incomberances w^hsoeuer, hath mayd done or suffered to bee done, by the sayd William Phillips, his heyres executors Administrators or any other Prsone, or Prsones whatsoeuer, from by or vnder him, them or either of them, w^hby the sayd William Hutchinson his heyres or Assignes shall Or may bee hereafter Euicted out of

the possession there of, or any part or Preell y^rof/ And that y^r sayd Majo^r Willi: Phillips, his heyres executors Administrators, the sd barganed pmisses, & every part & Preell thereof, vnto the sayd William Hutchinson his heyres & assignes against them selues, & all & every Prsone & psons w^hsoever lawfully Clayming, or to clame, any estate, right, Title Interest, Clayme, or demand, w^hsoever, of in or to the same, from by or vnd^r him them, or any of them, or either of them shall & will warrant & for ever Defend by these Presents, & that y^r sayd Majo^r Willi: Phillips, his heyres executors, & Administrators, & each of them, vpon reasonable & lawfull demand, shall & will Prforme & doe, or cause to bee Prformd & done by any such further Act, or acts, whither by way of acknowledgm^t of this Present deed, or release of Dower, In respect of her the sayd Bridget, or any other kind, that shall or may bee for the more full Compleating, Confirmeing or sure makeing of the sd barganed Premisses, vnto the sayd William Hutchinson his heyres & assignes for ever according to the true intent hereof, & according to the laws of this County or Province, or Jurisdiction, w^h the sayd barganed Premisses lyeth/ In witness w^hof the sayd Majo^r William Phillips, & Bridget his wife, haue herevnto sett there hands & seales, this Twenty third of Octob^r Anno Domⁱ one thousand six hundred seaventy three/

William Phillips (^{his} seale)

Signed sealed & Delivered in

Bridgett Phillips (^{her} seale)

the Prsence of/

Samuell Wheelewright :

John Davess/

Majo^r William Phillips, & Bridget his wife doe acknowledg this Instrum^t aboue written to bee there free Act & deede, this 23th day of Octob^r 1673 : before mee

Edw : Rishworth Assofe/

BOOK II, FOL. 182.

Know all those whome this may Concerne, that former
 Mortgage or Morgags Entred in this booke of
 W^m Phillip's ReCords pa^s 40 : 39 : or in any other booke of
 Discharge from one thousand Acers of Land as there bounded, &
 Rich^d Hutchin- the Interest of one quarter part of Major Phillips
 son his Saw Mills, made over vnto Mr Richard
 Hutchinson, bearing date the 18th day of March 1667 : vpon
 the granting ReCording & Confirmeing, of this Instrum^t
 aboue written, are hereby reversed made null, & of noe
 effect, as Attests Edw : Rishworth ReCor

A true Coppy of this Instrument aboue written, & of the
 Attest vnderwritten y^e same, transcribed out of the originall
 & there with Compared this 22th day of August (1675)

p Edw : Rishworth ReCor :

Know all men by these Presents, that Major William Phil-
 lips of Sacoe in the County of yorke shyre, & in the Coloney
 of the Massatusetts in New England, togeather with the free
 & full Consent of his wife Bridgett, for and in consideration
 of the full & iust some of Twelue pounds to them in hand
 payd before the Ensealing & delivery of these Prsents by
 Christopher Hobbs of the Towne aforesayd, w^{of} & where
 with the sayd William Phillips, & Bridget acknowledg them
 selu . . to bee fully satisfyd, contented, & payd, &

W^m Phillips y^rof & of euery part & Prcell y^rof, doe cleare-
 To ly acquit & discharge, the sayd Christopher
 Chris: Hobbs Hobbs, his heyres executors administrators &

Assignes, by these Prsents, doe give grant & Confirme & by
 these Prsents hath given granted & Confirmed vnto the sayd
 Christoph^r Hobbs, all that Tenement & Tract of Land where
 hee now dwelleth, with three hundred Acers of Land there
 vnto belonging, being & lijng in the Towne aforesayd,
 bounded on the North West with a brooke, Commanly

Called Daveese brooke, & on the North East with the River of Sacoe, & on the South East with the Land that was formerly Mr John Smyths, & is now In the possession of Nicho : Bully, Senjor, & by all the breadth South West, vntill three hundred acers bee fully Compleated, & ended togeather, with eight acers of Meddow or y^r abouts, being & lijng in the great Meddow called the Wood Meddow, To haue & to hould the aforesd Tract, & euery Preell thereof, with thejr & euery of there appurtenances, with free lyberty of fishing & fowling, according to the Costome of this Countrey vnto the sayd Christopher Hobbs, his heyres executors, Administrators & Assignes, [183] from this Twenty seaventh day of Decembr one thousand six hundred seaventy & three, for ever : & the sayd William Phillips, & his wife, Bridget for them selues & there heyres, executors, Administrators & Assignes, doth hereby free & acquit, & clearly release the sayd Christopher Hobbs his heyres executors Administrators & Assignes, all dues & demands, as rent dues, that either haue been or now are, or ever might or may bee chalengeable, and demandable, onely paijng in way of homage, & acknowledgment Anually vnto y^e sayd William Phillips Or Bridget his wife, or there heyres executors, administrators or assignes, three Kernells of M^cchantable Indean Corne vpon the ninth day of, on demand, in each yeare, if it bee demanded, And the sayd william Phillips & Bridget his wife, doth for them selues there heyres executors, administrators, & euery of them doth further Ingage vnto the aforesd Christopher Hobbs, that neither hee his heyres, executors, administrators, or Assignes shall mete with any lett, hinderance or Molestation, in his or there quiett Inioyment, possession, or Improuem^t for ever, by y^e meanes or procurement, of the sayd William or Bridget his wife, or any by from or vnder them, but peaceably to Inioy the Premisses, & euery part & Parcell as aboue sayd for ever : In witness w^rof, the sayd

BOOK II, FOL. 183.

William Phillips & Bridget his wife, haue set two there
hands & seales/ William Phillips (^{his}seale)

It is to bee vnderstood, that w^t Bridget Phillips (^{her}seale)

Marsh lyeth between the River,
aboue expressed, & the vpland
called Mr Davess his plantation,
is not Included in this sayle, but
doth remajne, in the hand of Major
William Phillips at his dispose/
Signed sealed & Deliverd,

In y^e Prsence of us/

Annah Trustrum/

Mary Pendleton/

Major William Phillips, & Bridget
Phillips his wife appeared before
mee, the day last aboue expressed,
& did acknowledg this Instru-
ment to bee y^r free Act & deede
before mee/

Bryan Pendleton Assofe/

A true Coppy of this Instrument transcribed out of the
originall & there with Compared, this 24 : of August 1675 :
p Edw : Rishworth ReCor :

This Indenture made this fifth of Octobr 1674 : between
Nathall Mitton of Falmouth on the one Party, & Richd
Powlsland now resident in Falmouth, aforesd, of the other
Party, Witnesseth that y^e sayd Nathl : Mitton, with the
Consent of his Mother & frejnds doth by these Prsents,
Assign sell & make ouer vnto the sayd Richard Powlsland,
fuety Acers of vpland & Marsh, that was form-
erly given & granted vnto the sayd Natha^l Mit-
ton by Mr Geo : Cleaus deceased as by a deed
more fully appeareth, beareing 20th of May 1658 : lijn being

Nat. Mitton
To
Ric^d Powlsland



BOOK II, FOL. 183.

on the River towards Capiscicke, to begine at y^e narrow of y^e Necke, & at y^e Eastward side of y^e little round Marsh, & neare a little Gut y^t runneth towards the long Marsh, & from thence vp the River to y^e next South Westwardly or y^r abouts, & to runne from the Gut North wardly, into the woods home to y^e side of the long Marsh, vntill fiuety Acers bee ended, but not to haue any of the long marsh, in consideration of w^h the sayd Nathall Mitton, doth by these Presents Acknowledg to haue received of the sayd Powlsland tenn pounds in money, & fish to . o for w^h the sayd Richard is to haue & to hould, all the sayd Land & Medd . . with all the Tymber, & woods, & all other Immunitys there vnto belonging, vnto him the sayd Richard Powlsland, his heyres executors administrators & Assigns for eue . of & from the sayd Nathañill Mitton, his heyres executors Administrators, freely shall warrant & Defend the same, & to make any further deede or deeds of sayle according to Law, for the Confirmation of the Premisses, wⁿ the sayd Richd Pousland & his Counsell shall Advise, & for the Prformance hereof, I haue herevnto sett my hand & seale, the day & yeare aboue written/ Nathañ Mitton (^{his}seale)

Signed sealed & Delivered/
in the Prsence of us/
George Munioy/
Anthony Brackett/

Nathaniell Mitton acknowl-
edged this aboue Instrument
to bee his Act & Deede vnto
Richd Pousland, & Mis
Elizabeth Harvy, & Anthony
Brackett, & Tho : Brackett
Consented y^rvnto, this 5th
of Octob^r 1674 : before mee
Geor . . Munioy Assotiate/

This 23th day of Novemb^r 1674 : possession given to Richd Powlsland, by mee Nathañ Mitton, according to the true meaneing of y^e deede by Turffe & Twigg both of Land & Marsh, & the money pay to content where vnto I haue set my hand/
Nathaniell Mitton/

Taddeous Clarke Ralph Turner
his marke/  his marke 

BOOK II, Fol. 183.

A true Coppy of this Instrument, transcribed out of the
originall, & y^rwith Compared this first day of Septemb^r 1675 :
p Edw : Rishworth ReCor :

To all Christean people to whom this Prsent writeing shall
come/ I Dorothy Martine la . . widdow of Richd Martine of
Cascoe alias Falmouth, send Greeeting in our Lord god Ever-
lasting/ Know yee that I Dorothy Martyne as well for y^e
naturall loue & affectio . which I haue & doe beare vnto my
well beloved sun in Law Robert Corbine of the same Town
of Cascoe alias Falmouth, who married my
daughter Lydea, as likewise for other Causes &
Considerations hereafter & herein mentioned,
haue given granted, & by these Prsents doe
absolutely give grant & confirme vnto the sayd Robert Cor-
bine all & singular my goods chattles Leases Debts, ready
money plate househould stuff, apparell vtillenses brass pewter
bedding & all other my s . . stance whatsoever moveable &
Immouable, quicke & Dead, of what kind nature quality or
Condition soeuer the same are or may bee, & In what place
or places soeuer the same bee or shall or may bee found, as
well in mine owne Costody or possession, as in the posses-
sion hands pouer & Custody of any other Prson or Prsons
whatsoever/ To haue & to hould all & singular the sayd
goods, Chattles leases debt . & all other the aforesayd
Premisses, vnto the sayd Robert Corben his heyres execu-
tors Administrators & Assignes, to his & there proper vses,
& behoofe for ever : Which thing is done by mee to him
besid^t the Consideration before mentio . . . vidz^t the naturall
æffection which I haue and doe beare vnto him, for these
Considerations following; first that according to a bond
given vnto mee by him beareing the day of the date of these
Prsents, first that hee or his heyres shall and wi . . satisfy
& pay all such debts & Legagys as my deceased husband in
his Last will o . dered to bee payd/


Dor^{thy} Martyn
To
Rob^t Corbine


Secundly that hee his heyres or executors shall & will provide for mee now in my ould age, all things necessary meete & convenjent for a woman of my age b . . . in sickness and in health, Dureing my naturall life, as meate drinke Cloathin . apparell Lodging, tendance, & other necessarys meete & convenjent for a [184] woman of my age, & further know yee y^t I the sayd Dorothy Martyne, haue put the sayd Robert Corbine in quiet & peaceable possession of all & singular the aforesayd Premisses, by the delivery vnto him at the Insealeing hereof of one Coyned peece of silver called a shilling, & In witness of the treuth hereof, & of all the aboue mentioned Premisses, I Dorothy Martyne haue here vnto set my hand & Seale, this Tenth of Decemb^r 1673 :

Signed sealed & Delivered/

Dorothy Martyne (^{her}seale)

& a shilling given, in possession
of the whoole, in y^e psence of
us/ Fran : Neale/

her Marke 

Jinkine Williams his
Marke/ 

Mr Fran : Neale & Jinkine Williams maketh oath that they saw Dorothy Martyne, signe seale & Deliver the aboue Instrum^t vnto Robert Corbine as her Act & Deede this 12th of July 1675/ before mee

George Munioy Assotiate/

A true Coppy of this Instrument transcribed out of the originall, & there with Compared this 2d day of Septemb^r 1675/ p Edw : Rishworth ReCor :

Know all men by these presents, that I william Palmer of the Town of the Town of Kittery in the County of yorke planter, for & in Consideration of a valewable some already in hand received, of Christopher Addams of the same Towne aforesd, Mariner haue barganed covenanted & sould, & doe

by these Presents covenant bargane & sell to the sayd Christopher Addams, all that Tract & Pcell of Land
 W^m Palmer luyng on the North side of the River of Piscata-
 To aqua, in the Town of Kittery aforesd, known by
 Chris: Addams y^e name of Palmers poynt, vpon w^{ch} Land I the
 sayd William Palmer do now dwell, being by estimation
 fourty Acers, bee the same more or lesse, being bounded on
 the South with the Mayne River, on the East with the Land
 of William Ki. . on the North with the Land of Edw:
 Clarke, & on the west & North West, with the broad Coue,
 & the Land of Peter Glanfejd; The East lyne thereof takes
 its begining in the broad Coue Joyneing to Edward Clarks
 Land, at a great pine tree, & runnes East sixty rodds, &
 from the head of the sayd East lyne South East about fourty
 rodds more or less, & all the rest of my sayd Land within
 the out bounds bee the same fourty acers more or lesse/

To haue & to hould to him the sayd Christopher Addams
 his heyres executors Administrators and Assign. all the
 sayd Land soe butted & bounded, togeather with all & singular
 the priuiledges, and appurtenances there vnto belonging,
 or in any ways app'tayning for euer/ & I the sayd William
 Palmer, my heyres executors & Administrators shall & will
 by these Prsents warrant the sayd Land, soe butted and
 bounded as aforesd, vnto the sayd Christopher Addams his
 heyres, executors Administrators & Assignes, from any
 Prsone or Prsons whatsoever, from by or vnder mee that
 shall lay any Clame thereto/ In witnesse whereof, I haue
 herevnto sett my hand & seale, this first day of March:
 167 $\frac{1}{4}$:

William Palmer (^{his}_{seal})

Signed sealed &

Delivered in the Prsence of us/

Richd Martyne/

March p^ro : 167 $\frac{1}{4}$

John Cutt/

Then came before mee William Palmer

. . . & acknowledged the aboue Instru-
 ment to bee . . . & Deede/

Portsmouth/ Richd Cutt Comissio^r/

BOOK II, FOL. 184.

These witness y^t William Palmer, hath given possession of the house & before us whose names are vnder written/

The marke of 

Willia^m King/ John Hodg/

John Dyament/

A true Coppy of this Instrument aboue written transcribed out of . . . originall, & y^twith Compared this 11th day of Septembr 1675 : p Edw : Rishworth ReCor :

Kittery ffebru : 4 : 1674 :

Know all men by these Presents that I Thomas Withers of Kittery in the Cou yorke, haue given & granted after my decease & my wives, & doe freely give & & by these Presents doe give vnto Elizabeth Withers, a Tract of Land at Spru at Eagle poynt, bounded on the East with the mayne Cricke it selfe, & on the North with John Ball his lott, & alsoe there is aboue that a little Prcell of Marsh & vpland ioyning to John Balls Land, soe into the woods West South West, to my home lot to a bur . . tree, marked on the foure sid^s w^{ch} in all may Contayne eighteen or nineteen Ace there abouts being more or lesse, &

from the burch tree to y^e Southermost extent of
 Tho: Withers Eagle Poynt Lott/ To haue & to hould all the
 To — sayd Premisses, to the onely vss & behoo . . of
 Eliz^a — her the sayd Elizabeth Withers, & her heyres
 for ever/

And furthermore alsoe I doe by these Presents giue vnto the aforesd Elizabeth Withers af . . . my decease & my wives, & her sister Mary Withers decease, the one halfe of my hous that is on the North side of my Land, Next vnto Robert Mendums, begining at a bure marked on the foure sid^s, & soe South West to y^e Mayne

River, & then y^e breadth . . . Measured ouer, from the
aforesayd burch tree marked on the foure sid^s as fare as . . .
. . . tent of my breadth goeth that way to haue the one halfe
of it, after y^e decease sayd Prsones, Tho : Withers,
his wife & Mary Withers, To haue & to hould all &
. aforesd Premisses, to the onely vss & behoofe
of the sayd Elizabeth Withers ecutors or assignes
for euer more, from the sayd withers his heyres or Assignee .
. . . . by or vnder mee, with all manner of priuiledges w^tsoe-
uer y^rvnto belongeth, with Tymber vnd^r woods
fejlde, Meddows, Pasturs Oarchards Gardens houses rents
wh fowling with all manner of benefitts, that may
arise from h thers his heyres or Assignes, for
euer more, or from by or vnder him de grant made by
mee after the selling & delivering hereof, w^tsoeuer, warra . .
. . sayd Premisses, from all manner of Prsons w^tsoeuer/ as
witness my hand & yeare aboue written/
Witness/ Tho : Withers

John Toule/ Great ysland 30 : July : 75/

Mr Thomas Withers acknowledged this Instrument to bee
. & deede, before mee Elyas Stylemā : Commissio^r/

A true Coppy of this Instrument transcribed out of the
Originall & y^rwi this 14 : day of Septemb^r
1675 : p Edw : Rishworth ReCor :

[185] . furthermore doe by these Prsents fr . . ly giue
vnto the aforesd Elizabeth withers, a debt that is due vnto
mee from the Town of Kittery of Twenty two poun . . or
there abouts, w^h I payd for the Meeting house, & the Land,
& doe furthermore Ingage my selfe to vsse all the Lawfull
meanes that I Can for y^e gitting of it for y^e sayd Elizabeth
Withers/ as witness my hand & seale this 4th of febr^y : 1674 :
Witness/ Tho : Withers (^{his}_{seale})

John Toule/ 30 : July, 75 : Mr Tho : Withers Came &
owned the aboue signed & sealed to
bee his Act & Deede/ before mee
Elyas Stylemā : Commissio^r

BOOK II, FOL. 185.

A true Coppy of this writeing aboue written, transcribed,
& Compared wth y^e Originall this 14th, 7th, 75 :

p Edw : Rishworth ReCor :

To all people to whome this writeing may Come, I Humfrey Case, sometyne of Sacoe in the County of Yorke, & In the Jurisdiction of the Massatusetts, doe send Greeeteing/

Know yee that I the sayd Humfrey Case, as Well for & In Consideration of the Paternall affection & loue, w^{ch} I haue & doe beare vnto my daughter in Law Izabella Bawlden, as alsoe for diuerse other good Causes & Considerations mee at y^e Prsent Especially moueing, haue given & granted, & by these Prsents, doe giue & grant & Confirme vnto the

Hump: Case
To his
...^t Bawlden

sayd Izabella Bawlden, all my Tract of Land given & granted to mee, by the Inhabitants of the Town aforesayd (as by thejr grant in there Town booke will appeare, bear . . . date Sep-

tem^{br} fourth, One thousand six hundred seaventy one) The w^{ch} Land being & . . . ng between the Lotts of John Boaden & John Henderson, being vpon Sacoe River & soe vp into the woods South West, till fuetty Acers bee fullfilled, with all the app . . . tenances as by the sayd Town Grant, will more fully appeare; To haue & to hould the sayd Tract of Land, with all app^tayneing there vnto, vnto the sayd Izabella Bawldin, her heyres, executors, Administrators, & Assignes, to her & thejre own proper vsse & behoofe forever, quietly & freely, without any matter of Challenge, Clayme or demand, of mee the sayd Humfrey Case, or of any other Prson, or Prsons w^{soeuer} for mee, in my name & by my cause meanes or procurement, & without any money or other thing therefore to bee yeilded payd or done to mee the sayd Humfrey Case my heyres executors Administrators or Assigns, & I the sayd Humfrey Case, the afore . . . Tract to y^e sayd Izabella Bawldin her heyres executors Administra-

BOOK II, Fol. 185.

tors & Assigns to the vse aforesayd, in tymes of peace, &
When Law & Justice doth & beare sway, against all people
to warrant, as fare as the Town grant aboue sayd will beare
mee out/ In witness w^{of} I haue set two my hand & seale
this Twenty fifth of Novemb^r 1675 : Humfrey Case (^{his}seale)

. . . . ed sealed & delivered/

. . the Prsence of/	This Instrument Owned & acknowl-
. . . . h Fletcher/	edged by Humfrey Case, to bee
. . . hard Rundell/	his free Act & Deede, this 25 th of
	Novemb ^r 1675/ before mee

Bryan Pendleton Assofe/

. . . ue Coppy of this Instrument transcribed out of the
Originall, & y^rwith Compa . . . this 20th day of Decemb^r
1675/ p Edw : Rishworth ReCor :

. hrastian people, to whome these Prsents shall
come/ John Crafford of Kittery in the of yorke
shyre, now in the Massatusetts Jurisdiction in New England,
& Elizabeth his sendeth Greeteing/ Now know yee,
that I the aboue mentioned John Craford, & Elizabeth . . ife
for diuerse good causes & Considerations, us here vnto
moueing, more espetially for . . Consideration of Tenn
thousand foote of M^echantable pine boards in hand receiued
before neing & sealing here of, of Nicho : Frost of
Kittery, & in the County & Colony aforesayd, where with
Wee doe acknowledg our selues, fully satisfyd Contented &
payd, & thereof & of euery Part & Prcell thereof, doe
acquitt & for euer discharge the sayd Nicho : Frost his
heyres & Assigns, by these Prsents : Haue absolutely given
granted barganed, sould Alinend Infeoffed & Confirmed, &
by these Prsents doe absolutely giue grant bargane sell
aliene & & Confirme vnto the aboue named Nicholas Frost,
a peece or Prcell of Land being by measure sixty Acers,
with all the wood & Tymber that is either standing or lijng



vpon the aforesd Land, & all the appurtenances & priuiledges there to belonging, or in any way app^rtayneing, of what nature & kind soeuer, the sayd Land being bounded as followeth vidz^t with the Land of John Craford

J ⁿ Craford	on the North West end of it, being one hundred
To	
Nicho Frost	& sixteen pooles in length, & with the Land of
	Richd Abbot & Moses Spencer, on the South

East end of it, & on the South West & North East sides of it with the Co^mans, being seauenty & six pools in breadth To haue & to hould the aboue mentioned peece or Pcell of Land, with all the Wood Tymber & all the appurtenances, & priuiledges thereto belonging, or in any way app^rtayneing, to him the sayd Nicho: Frost, his heyres & Assignes for ever, & to the onely proper vss benefit & behoofe for euer, & the sayd John Craford & Elizabeth his wife, haue in them selues good right full pouer, & lawfull authority, the aboue given granted Premisses, to sell & dispose of, & that the same, & euery part & Parcell there of are free & cleare, & are freely & clearely acquitted exonerated & discharged of & from all manner of former gyfts grants Leases Morgages Wills Intayles, Judgm^{ts} executions pouer of thirds, & all other Incomberances of what nature & kind soeuer, had made done acknowledged or Committed, or suffered to be done or Committed, w^hy the sayd Frost his heyres or assigns shall or may any ways bee molested in evicted in or ejected out of the aboue barganed Premises, or any part or Pcell thereof, by any Prsone or Prsons whatsoever, haueing Clameing or Prtending to haue or Clame any Legall right title or Interest, Clame or demand of in or two the aboue granted Premisses, & the sayd John Craford & Elizabeth his wife doth for them selues their heyres executors & Administrators & assigns Couenant & promiss, & grant to & with the sayd Nicholas Frost his heyres & Assigns the aboue given & granted peece & Pcell of Land, with all the priuiledges & appurtenances there vnto belonging or any ways appertayneing, to warrant & for ever defend by these

BOOK II, FOL. 185, 186.

Prsents: In witness where of the sayd John Crafford, & Elizabeth his wife, haue here vnto sett thejr hands & seals, this Twenty third day of March, In the yeare of our Lord, One thousand six hundred seauenty & foure, seauenty & fiue, & In the Twenty seauenth yeare of the Reigne of our Sovereaigne Lord Charles the second, of England, Scotland, France & Ireland King, Defend^r of the Faith/

Signed sealed & Delivered,	John Crafford	(his seale)
In the Prsence of us/	Elizabeth Crafford	(her seale)
George Broughton/	her marke	
Richd Abite his marke 	After writeing, the excep- tion vnderwritten/	

And further It is agreed by the Partys aboue mentioned y^t In case the sixty acers of Land fall with in Mr Leaders grant, of Tymber y^t is to say pine Tymber, then y^e sd Nicho: Frost doth Couent & promiss, for him selfe & assignes y^t hee or they shall neuer molest or Trouble the sayd Craford, his heyres executors or Administrators, for or about the sayd pine Tymber, vpon the Land abouesd/

The aboue written Deed of sayle was acknowledged by the within named John Craford & Elizabeth his wife, to bee y^r Act & Deed with there hands & seals to it, this 20th day of Aprill 1675/ before mee John Wincoll Assote/

A True Coppy of this Deed or Instrument, transcribed out of the originall, & there with Compared this day of January 1675/

p Edw : Rishworth ReCor :

[186] To all Christean people, to whom these Prsents shall Come/ Abra: Conley of Kittery, In the County of Yorke shyre, Now In the Massatusetts Jurisdiction In New England sends Greeteing/ Now Know yee that I aboue mentioned Abra: Conley, for diuerse good causes & Consid-
erations, mee there vnto moueing more espetially, for & in

consideration of sixty pounds in hand received, before the
signeing & Sealing hereof, of Nicholas Frost of Kittery, &
In the County & Colony aforesayd, wth I acknowledg my
selfe fully satisfyd Contented & payd, & here of & of euery
part & Prcell there of doe acquitt & for ever discharge the
sayd Nicholas Frost, his heyres & Assignes by these Prsents,
Haue absolutely given granted barganed sould aljnend En-
feoffed & Confirmed, & by these Prsents doe absolutely give
grant bargan sell aliene Enfeoffe & Confirme, vnto the aboue
named Nicho: Frost a peece or Prcell of Land, Contayning
one hundred Acers, with all the wood & Tymber
Ab Conley that is either standing or lijng vpon the afore-
To
Nich^o Frost sayd Land, & all the appurtenances & priuiledges
there to belonging, or in any wise appertayning,
of what kind or nature soeuer, the sayd Land being bounded
as followeth Vidz^t with the Land of John Heard on y^e Eas-
terne side, & soe to runne backe vpon a Northely poynt
the whool length of the sayd Coulys Land, & to runn vpon
a West Poynt from the sayd Heard^s Land, till an hundrd
Acers bee Compleated, with six acers of Land at the Ceaders
which was granted to y^e sayd Conley by y^e Town of Kittery :
To haue and to hould, the aboue mentioned peece or Prcell
of Land with all the wood Tymber, & all the appurtenances,
& priuiledges there to belonging, or any way app^rtayneing,
to the sd Nicho: ffrost, his heyres & Assignes for euer, &
to his onely proper vsse benefit & behoofe for ever: & the
sayd Abra: Conley for him selfe his heyres & Assignes,
doth Covenant promiss & grant to & with the sayd Nicho :
Frost his heyrs & Assignes that y^e sd Abra: Conley, hath
in him selfe good right full pouer & Lawfull authority, to
the aboue giuen & granted Premisses, to sell & dispose of;
& the same & every part, & Prcell there of are free & Cleare
& freely & clerely acquitted exonerated, & discharged from
all, & all manner of former Gyfts, grants, leases Morgages
Wills Intayles Judgm^{ts} executions, pouer of thirds, & all
other Incumberances of what kind soeuer, had made done,

acknowledged committed, or suffered to bee done or committed wth by the sayd Frost, his heyres or Assignes shall or may bee any ways molested in euicted or ejected out of the aboue granted p^{ro}misses, or any part or P^{re}cell there of, by any P^{er}son or P^{er}sons wthsoeuer, haueing Clameing or P^{re}tending to haue, or Clameing any Legall right title. Interest Clame or demand, of in or to the aboue granted Premises, & the sd Abra : Conley doth for him selfe his heyres, executors, Aministrators & Assignes, Couenant promisse & grant to & with the sd Nicho : frost his heyres & Assignes the aboue given & granted peece or P^{re}cell of Land Scituate & being at Sturgeon Cricke, & next Adioyneing vnto John Heard aforesd, with all y^e priuiledges & appurtenances, there to belonging or in any ways app^{ro}p^{ri}etayneing, to warrant & euer defend by these P^{re}sents/ In witness wth of the sd Abra : Conley hath here vnto set his hand & seale this eight day of Decemb^r In y^e yeare of our Lord, Anno Domⁱ one thousand six hundred seaventy & fiae, & In y^e seaven & twēth yeare of the Reign of our Lord, Charles the second, by the grace of god, of England, Scotland, France, & Ireland, King, Defend^r of y^e faith/

The signe of  (his seale)

Signed Sealed & Delivered, in y^e p^{re}sence/ Abra : Conley/
of us/ William Spencer/ Abra : Conly acknowledged the
Jos : Hammond/ aboue Instrument to bee his
Act & Deede before mee

Richd Martyne Cōssio^r

A True Coppy of this Deed, transcribed out of the originall, & y^r wth Compared this 5th : day of Janvary 1675/
p Edw : Rishworth ReCor :

Memorandum, the eight day of Octobr One thousand six hundred seaventy & fiae, I Robert Thornton of Tanton,

BOOK II, FOL. 186.


with in the Jurisdiction of New Plymouth Carpenter doe assign over, vnto Josiah Willes of Boston In New England Mariner all right & title to, Interest in the with in mentioned Ysland Called Chepeag, or Merrys Ysland, w^{ch} I or any other Prsone or Prsons whomsoever may or can haue, by vertue of the with written Deede, in right of Mary my wife, Widow of the within named Walter Merry/ as witness my hand & Seale the day & yeare aboue written/

In the Prsence of vs/	Robert Thorndeton (^{his} Seale)
Francis Davenport/	A true Coppy of this Assignment
George Munioy/	aboue written transcribed out
	of the originall & there with
	Compared this 28 th day of
	Janv: 1675: p Edw: Rish-
	worth ReCor:

Robert Thorndeton hath acknowledged this Assignment the 12th day of the eight Moenth 1675/ before mee

Tho: Clarke Assistant/

I Mary Thorndeton wife to the aboue mentioned Robert Thorndeton do hereby acknowledg the abouesayd Assignment of the within mentioned Ysland made by my sayd husband to the sayd Josiah Willes & his heyres for euer, hereby quitting & relinquishing all & all manner of right, Title Clame or Interest, therein or there vnto for my selfe, my heys executors Administrators or Assignes for euer witness my hand & seale this Twenty ninth day of Octobr 1675/

In the Prsence of	The marke & seale (^{her} seale)
Francis Davenport/	 of Mary Thorndeton/
William Lowfellow/	

Mary Thorndeton hath acknowledged this to bee her Act & Deede, the 3^d of Novembr 1675/ before mee

Tho: Clarke Assistant

BOOK II, FOL. 186.

A true Coppy of this Assignement^t transcribed out of the
 Originall, & there with Cōpared this 28th day of Janvary
 (1675) p Edw : Rishworth ReCor :

Was there is a Record stands in this booke pa : 38 : of
 an obligation of a Certen Tract of Marsh made ouer vnto
 Geo : Walton for the security of a debt owing by Cap^t Fran :
 Champernoown vnto y^e sd Walton to y^e valew of Twenty
 six pounds, as appeareth by the sayd ReCord bearing date
 August 1661 : And for as much as It doth alsoe appeare that
 Geo : Walton vnder his own hand before two witnesses Mr
 Naill Fryer & Allexand^r Walden, hath fully
 Fr: Chāpernown acquitted & discharged Cap^t Fran : Champernown
 Disc: from from the aforesd Debt of Twenty six pounds vpon
 Geo: Walton full satisfaction receiued for w^{ch} y^e Marsh was
 Ingagd, vpon w^{ch} Considerations, these are to delayre the
 sayd obligation to bee voyd & of none affect/ & that y^e
 Marsh remaines free vnto y^e vss of Cap^t Champnown or his
 Assigns/ Edw : Rishworth ReCor :

Know all men by these Prsents that I John Barrett of
 Wells, In the County of Yorke & in the Jurisdiction of the
 Massatusetts, in Consideration of a Considerable valew &
 sune to mee in hand payd by Joseph Cross of the Town
 aforesayd, before the Eusealing & Delivery of
 Jn^e Barrett these Prsents, w^{ro}f I doe acknowledg my selfe
 To to bee fully satisfyd Contented & payd, &
 Jos: Cross thereof & euey part & Prcell there of, do hereby
 clearly & absolutely acquitt, exonerate & discharge the sayd
 Joseph Cross, him his heyres executors administrators, &
 euey of them for euer, by these Prsents ; I the sayd John

Barret aforesayd, haue demised granted barganed & sould
 & by these Prsents do demise grant bargane & sell, vnto the
 aforesayd Joseph Cross two Acers of Marsh being & lieng at
 the Necke of Land (Commanly soe Called) wch is in Wells,
 at or vpon the farme of Mr Samll Whelewright in Wells
 aforesd, the which two Acers of Marsh is mowable, & as
 good as any I haue or Inioy, at y^e aforesayd Necke ; At the
 North Easter End bounded with Webhannet River, & on y^e
 South Wester side abbutting vpon the Marsh of Fran :
 Littlefeild Jujo^r, & on the [187] North Wester side, with
 the Marsh of Mr Joseph Booles : To haue & to hould the
 sayd Preell of Marsh, with all the benefitts profetts thereof
 ariseing, & the priuiledges & appurtenances there vnto app^r-
 tayneing, before by these Prsents barganed, sould or
 Intended to bee hereby given granted, barganed & sould to
 the sayd Joseph Cross, him his heyres executors, & Admin-
 istrators, from the Ensealing & delivery of these Prsents, for
 ever peaceably & quietly to Inioy, without any let or Moles-
 tation from mee the sayd John Barrett, or any by from or
 vnder mee : Moreouer I the sayd John Barrett, the sayd
 Preell of Marsh to the sayd Joseph Cross, his heyres execu-
 tors & administrators, against all people do warrant &
 Ingage to Defend for ever by these Prsents. To the true &
 full Prformance of all wch Premisses, I do here vnto bind
 my selfe, my heyres, executors, & Administrators, by setting
 two my hand & seale firmly by these Prsents, this 7th day
 of Febru : 75/

John Barrett/

Fran : Backehouse

Elizabeth Barrett/

Geo : ffarrow/

her marke 

• John Barret appeared before mee this
 7th day of Febru : 75/ & acknowl-
 edged this Instrument to bee his
 Act & Deed vnto Joseph Cross/

Edw : Rishworth Assote/

BOOK II, FOL. 187.

A true Coppy of this Instrument aboue written transcribed, & Compared with the originall this 11th day of Febru : 1675 :
p Edw : Rishworth ReCor :

Know all men by these Prsents, that I Benjamin Johnson of yorke, do for & in consideration of thyrtie six pounds Sterling, In silver & goods at money price, already received,
as alsoe some Iron worke, for a Ketch & more
Benjs Johnson that I am to haue, of Fran : Hooke of Pischataq,
To Fran : as alsoe more provisions & goods as I shall haue
Hooke

Occasion for the carijng an end of my Prsent Employment, at my saw Mill at Cape Nuttacke, for & In Consideration of all Which, I doe by these Prsents make ouer, & Morgage vnto the sayd Hooke for his security, my now dwelling house at yorke, scituate & lijng on the Western side of a Cricke w^{ch} runneth between the meeteing house & the aboue sayd house togeathr with the Twenty Acers of Land app^rtayneing & belonging vnto it, w^{ch} I formerly of my father & Hene : Symson did purchase, togeather with all the priuiledges, y^{to} belonging ; To haue & to hould for ever, the abouesayd house & Land, as the sayd Hookes proper right, with out any lett by mee my heysr executors or to him y^e sd Hooke his hyeres executors administrators, or assigns for ever, as is aboue expressed, always provided that I the sayd Johnson should dy or proue defectiue in not paijng the abouesd Hooke, the aboue summes of money, y^t is already due, & shall bee due vnto him from tyme to tyme, & that in silver, or goods æquivalent vnto silver, & this to bee payd at or before the last day of August next Insewing the date here of, then this obligation or Morgage to bee of none æffect at all, otherwise to stand in full pouer force &

vertue as witness my hand & seale this fifth day of Febru :
Anno : Dom̃ : one thousand six hndred seaventy fue/

Signed sealed & Deliveřd In y^e Benjamin Johnson (^{his} seale)

Prsence of us Isaac Foster/

The marke of **P** Patience Jefferys/

Mr Isaac Foster & Patience Jeffery doe Attest vpon y^r oaths
y^t this Instrum^t aboue written
is y^e Act & Deed of Benjā :
Johnson, taken vpon oath
before mee this 11th of Aprill
1676 : Edw : Rishworth

Assoŕe


A true Coppy of this Instrum^t aboue written transcribed
out of the originall, & there with Compared this 21th day of
Aprill : 1676 :
p Edw : Rishworth ReCor :

To all Christean people to whom this Prsent Instrument
shall come, Renald Jinkines of Kittery in the County of
Yorke In New England yeamon, sendeth Greeteing, In our
Lord God euerlasting : Know yee that I the sayd Renald
Jinkines, for the naturall loue, good will & affection, w^{ch} I
haue & beare to my well beloued daughter Phylodelphia
Hayes of Kittery aforesd, Widdow, haue given granted
Infeoffed aliened & Confirmed and by these Prsents doe give
grant Infeoff & Confirme vnto the aforenamed Phylodel-
phia Hayes, her heyres & Assignes for euer, one dwelling
house which was lately in the tenour houlding & occupation
of Edw : Hayes, late whilst he lived of Kittery, in the
County aforesd deceased, husband to the aforesayd philo-
delphia, togeather alsoe with Thyrtty two foote of Land, to
the Northward of the sayd house, & from thence a Twart
the poynt or necke of Land East & West to the water side,
being by Estimation one Acer or y^rabouts, bee It more or

Reynold
Junkins
To his
Daughter
Hayes

less, adioyneing vnto the aforesayd Dwelling house, & likewise three Acers & halfe of vpland & swampe, being ten Rodds in breadth, about two acers before you come to a bridg in the ould way, from Could harbour to Sturgeon Cricke, & from thence East the same breadth ouer the bridg along by marked trees, till the aforesayd three Acers & halfe bee Compleated & made vp; part of w^h Land hath already been Improved, & was in the occupation of Edw: Hayes aforesayd deceased/ And alsoe a Certen Preell of sault Marsh liijg & scituate in Sturgeon Cricke in Kittery aforesayd, adioyneing on the North & West to Thomas Broughtons grant of vpland, & on the South bounded with the Mayne Cricke, & on the East with a little Runne of water, runneing out of a swampe, togeather with the flatts adioyneing there vnto, & in y^e sayd Cricke neare vnto a poynt of vpland where Stephen Greenū had formerly a wigwame, being to by Estimation about halfe an Acer or thereabouts, all liijg & scituate in Kittery aforesayd, togeather alsoe with all singular the profetts, Commoditys Aduantages, hæritam^{ts} priuiledges, woods vnderwoods Tymber benefitts & appurtenances w^{ts}oeuer, there vnto belonging or any wise app^tayneing, or had vsed demised occupied, & Inioyed as part Preell or Member thereof, or as therevnto, or to any part or Preell thereof, belonging or any wise app^tayneing, to haue & to hould the sayd dwelling house with the Land Adioyneing y^rvnto, with the three Acers & a halfe of vpland & swampe as aforesayd, & alsoe the Marsh before mentioned, with all & singular the profetts Comōdty^s aduantages, hæritaments priuiledges woods vnderwoods Tymber benefitts & appurtenances, there vnto belonging & app^tayneing, vnto the sayd Phylodelphia Hayes, her heyres executors Administrators or assigns for ener/ Clearly acquitt & for ever hereafter well & sufficiently saue hæreless & Indemnify, of & from all & all manner of Claymes leases grants barganes, sayles Joynters Dowers alienations executions had made

done suffered, Prmitted or Comitted by the sayd Renald Jynkines his heyres executors or administrators, or here after to bee had made done, suffered Prmitted wittingly by any of them, & willingly for tyme to come, & sayd Renald Jynkines doth further Covenant promiss grant & agree with for him selfe his heyres, executors & administrators, & to & for euery of them, her the sayd Phylodelphia Hayes, that hee the sayd Renald Jynkines, his heyres executors or administrators, or some or any of them, shall & will ever hereafter keepe & ever saue the sayd Phylodelphia Hayes, his heyres executors administrators, & Assignes and every of them in the quiett & peaceable possession of the before mentioned Premisses, & against all & all manner of Prsons, Claymeing or to Clayme from by or vnder him, or any of them, & all Prson & Prsons w^hsoever, shall & will warrant & ener defend according to the true Intent purport & meaning of these Prsents, any thing here in mentioned Contayned or euinced to the Contrary, In any wise notwithstanding/ In witness w^hof I haue here vnto put my hand & seale/ Dated in Kittery in Pischataqua River in New England aforesayd the seaventh day of March, according to the Computation of the Church of England, one thousand six hundred seaventy fiae, & six Anno Domⁱ:

The signe of  (his
seale)

Renald Jynkines

[188] Signed, sealed & Delivered,
in the Prsence of us,
James Emery/
William Spencer/
Richd Allexand^r/

Renald Jinkines appeared before mee
this 7th day of March 1675 : 76 : &
did acknowledg the aboue written
Deed, to bee his own free Act &
Deede, with his hand & seale to it/
John Wincoll Asso^{te}/

This Instrument & Deede within written transcribed out of the Originall this 22th day of Aprill : 1676 :

p Edw : Rishworth ReCor :

This Witnesseth that I John Wincoll of Kittery in the County of Yorke in the Massatusetts Colony in New England, for an In consideration of one hundred pounds received of Moses Woster of the same Toun before y^e sealing & delivery here of, to full Content & satisfaction, hath given granted barganed sould, Infeoffed & Confirmed, & doe by these Prsents for him selfe his heyres executors & Administrators, giue grant bargan sell Infeoffe & Confirme, vnto the aforesayd Moses Woster, Two hundrd Acers of Land seituat & lijug in the Town of Kittery, & bounded with the great River aboue the Salmon Falls on the South West, the Land of Christopher or Paul Batt on the South East, the Commons on the North East, & Geo : Broughtons Land on the North West/ W^h two hundred acers of Land, was lately granted vnto the sayd Wincoll, by the Town of Kittery in two severall grants, made in one day as may more amply appeare in the ReCords of the sayd Town, & now by y^e sayd Wincoll sould vnto y^e sayd Moses Woster/ to haue & to hould all & singular the aboue barganed Prmisses, with all the appurtenances, & priviledges w^{soeuer} thereto belonging to him the sayd Moses Woster, his heyres executors, administrators or assigns for ever ; The same to defend against a^{ll} Prsons w^{soeuer} Clameing any Lawfull right title or Interest in any of the aboue barganed Premisses or to any part or Prcell there of, by from or vnd^r the sayd John Wincoll his heys executors or Administrators for ever, & for Confirmation of the treuth hereof, the aforesayd John Wincoll, hath here vnto set his


John Wincoll
To
Moses Woster

hand & Seale this one & Twentieth day of July, In the yeare
of our Lord one thousand six hundred seaventy & foure/

Signd sealed & Deliuered

John Wincoll (^{his}_{seale})

in the Prsence of/

The marke of 

Clement Short

Eliazer Beeres/

This Instrument aboue written
was acknowledged by Capt
John Wincoll to bee his Act
& Deede the 21: of July
1674: before mee

Roger Playstead Assotiate/

A true Coppy of this Instrument transcribed out of the
originall, & there with Compared this 24th day of Aprill
1676:

p Edw: Rishworth ReCor:

Mr Thomas Broughton Entreth Caution against any Deed
or Instrument y^t hereafter may or shall bee brought vnto
these ReCords to bee ReCorded, for any part of
the Sallmon Falls Mills at Newgewanacke, with
y^r appurtenances or Accomodations of Tymber
belonging there vnto, vnder any Prtence of his Consent or
Concurrence of Capt John Wincolls Consent y^vnto, w^{ch}
cannot appeare Legally to bee given, w^{te}uer may bee Pre-
tended to bee obtayn'd in any seruptitious way, & y^rfore to
bee accompted altogether Invalidd/

Tho^s Broughton
his Caution

Entred into the ReCords of y^e County of Yorke this 30th
day of May: 76

p Edw: Rishworth ReCor:

Know all men by these Prsents, that w^{as} Henery Say-
word of Yorke, & Bartholmew Gydney, are Joynt & aqull
Partners in the New Mills, vidz^t one saw Mill with two saws
& one Corne Mill & all appurtenances, that are Now bujlding
at Pungustuck alias Westcustogoe in Cascoe bay, & Wr as
the sayd Gydney hath disbursed his full share for the Com-

pleating finishing & accomplishing the sayd Mills to the Content & satisfaction of the sd Sayword, & the sayd Sayword haueing in Consideration there of Ingaged fully to finish the sayd Mills: ffurther know that y^r sd Gyney hath let or put to rent his part of the sayd Mills to the aforesd Henery Sayword in manner & forme as followeth/

1: The sayd Sayword is to haue the aforesd Mills to Improve for his owne proper vss the next summer following the date hereof. vntill the Twenty ninth day of Septem^{br}, one thousand six hundred seaventy & fve, In Consideration of wch hee the sayd Sayword doth Ingage to pay or Cause to bee payd to the sd Gydneý or his order Tenn thousand foote of M^rchañable boards, at the sayd Mills any tyme in Septem^{br}, aboue mentioned, Wⁿ demanded at the

Hen: Sayword
&

Bart: Gidney

sayd Mills, & further the sayd Gydneý doth lett or set to rent the sayd Mills his part of them to y^e sayd Sayword, to bee Improved to his proper

vss from the Twenty ninth day of Septem^{br} one thousand six hundred seaventy & fve, the Tearme of two full years Ending the 29th day of Septem^{br} one thousand six hundred seaventy & seaven/ In consideration of Which hee the sayd Sayword doth Ingage him selfe his heyres, executors administrators & Assigns to pay or cause to bee payd vnto Bartholmew Gydneý, his heyres executors Administrators Or assigns fiuety thousand foote of boards p Ann^y: the Tymes of payment are as followeth/ In the Moenth of May one thousand six hundred seaventy & six tenn thousand of M^rchañble boards, & soe forward to pay tenn thousand p Moenth till the fu . . some of fiuety thousand foote of M^rchañble boards bee payd for that yeare, wch payments are fully to bee Compleated in the Moenth of Septem^{br}, for that yeare, & then in the yeare one thousand six hundred seaventy & seaven, the sayd Saywor . doth Ingage as aboue sayd, to make the like payments as aboue mentioned, vidzt In the Moenth of May, June, July, August, & Septmebr in each Moenth Tenn thousand foo . . of M^rchañble boards at the Mill, vnto the

sayd Gydney or his order, to say one hundred thousand
foote of M^{ch}table pine boards, to bee fully payd as aforesayd,
beside the Tenn thōsand that are to bee payd for y^e next
summer, as aforesd/ And for y^e full & true Prformance of
the Premisses, the sayd Sayword doth Ingage to giue any
further security as the sayd Gydney shall at any tyme
demand/ & alsoe the sayd Sayword Ingages both him selfe
his heyres, executors, Administrators & Assigns that dure-
ing the Tearme aforesd, the sayd Mills shall bee noe ways
Ingaged to any Prson or Prsons & a . the end of the tearme
aforesayd of two years, the sayd Sayword doth Ingage him
se . . . his heyres executors Administrators & Assignes to
giue to the sayd Bartholmew Gydney his order or Assignes
the full possesion of the whoole Mills aforesayd, to bee
Managed at the discretion of the sayd Gydney, hee y^e sayd
Gydney delivering vnto y^e sayd Sayword or his order, the
produce of the sayd Saywords part as It ryseth, & the Mills
produce/ In witness here vnto the sayd Henery Sayword,
& Bartholmew Gydney haue sett two there hands & scales,
this foureteenth day of Octobe . one thousand six hundred
seaventy & foure, to bee alsoe vnderstood, that the sayd
Sayword doth alsoe Ingage at the End of the Tearme afore-
sayd, of Two years, hee shall leaue vnto the sayd Gydney,
or his y^e sayd Mills in good & sufficient repayre [189] in all
respects w^hsoeuer, or any of the appurtenances therevnto
belonging, & w^hsoeuer is needfull there vnto, & alsoe what
stocke of Loggs shall then bee found at y^e Mill the sayd
Gydney is to haue one halfe/ Hene: Sayword (^{his}_{seale})
to bee alsoe vnderstood, that w^has Bartholmew Gydney (^{his}_{seale})

It is sayd that y^e sayd Gydney
is to haue the full pouer of Man-
nageing the sayd Mill of the
Tearme aboue mentioned, the
sd Gydney is to take aduise

BOOK II, FOL. 189.

from the sayd Sayword in put-
ting in hands on the sayd Say-
words part of the Mills/

Signed sealed & delivered
in y^e psence of us/ Witness

Obed : Walker/

Ephraim Marstone/ This Instrument was Acknowledged
Mary Pateshall/ by Henery Sayword & Barthol-
mew Gydney to bee y^r Act &
Deed before mee

Edw : Patteshall Justice/

A true Coppy of this Instrument transcribed out of the
Originall this 30th day of May : 1676 :

p Edw : Rishworth ReCor :

To all Christean people to whom this Prsent writeing shall
come/ Henery Sayword of Yorke in the County of Yorke
Shyre in New England sendeth Greeteing/ W^{as} the aboue
named Sayword, is Joynt partner with Bartholmew Gydney
of Salem in New England, in the purchase of a Tract of
Land & River at Cascoe bay, as by the Deed of sayle
appeareth, & hee the sayd Sayword haueing already sett vp
a dame vpon the first Falls called pungustuke alias Wescus-
togoe, & raysed the frame for a saw Mill & Corne Mill at
the place aforesayd ; Now know yee that y^e sayd
Hen: Sayword Henery Sayword for a valewable Consideration
To to him in hand payd, before the sealing & Deliv-
Bar: Gidney ery here of, Well & truely payd by Bartholmew
Gydney of Salem aforesayd, hath sould vnto y^e sayd Gydney
& his heyres for euer, all the Moety, or halfe of the Dame &
Mills, Prementioned, & doth further Couenant & promiss, to
& with the sayd Gydney for him selfe heyres executors &
Administrators & assignes, In Consideration of y^e aforesd

payment already made, w^hy hee the sayd Sayword is fully satisfyd; Compleatly to bujld vp the sayd Mills, & substantially to finish the Dame, & to make a substantiall roofe, & covering to the sayd Mills, & alsoe to bujld & finish a dwelling house sutable to Intertayn such workemen as shall bee Employd, in Manageing of y^e Mills, wⁿ bujlt, & alsoe to fitt & provide vpon his own pper charge, all such Iron worke or workes as are needfull to bee vsed in such Mills, & alsoe bownes Needfull to keepe the Loggs about the Mill, & all & singular things w^tsoever are needfull in euery respect for the makeing the sayd Mills for vss & pfett, of the sayd Gydney his heyres or assignes; Hee the sayd Sayword doth absolutely sell & Ingage the true Prformance of the Premisses, the one halfe of w^h as aforesd to bee the sayd Gydneys own proper for him selfe, his heyres & assignes for euer, & the sayd Sayword for him selfe his heyres executors administrators & Assignes, doth Covenant promiss to & with the sd Gydney his heyres & Assignes, that hee the sd Sayword is the true & lawfull owner of the sayd Mills & that hee hath full pouer, in him selfe & Lawfull authority to grant bargane sell & Confirme the aforesd Mills, & that y^e same is free & cleare from all or any Ingagem^{ts} of any kind w^tsoeuer, whither by Titles, Dowers pouer of thyrds by his wife, or otherwise to bee challenged to or in the same/ & that the sayd Sayword doth hereby Ingage for him selfe his heyres executors Administrators & assignes that the barganed premisses shall by him selfe & his own proper charges bee fully Compleated at or about the middle of May next Insewing, the date hereof, & y^t y^e barganed Premisses shall bee to y^e sayd Gydney, & his heyres & Assignes for euer, peaceably to Inioy as there own in fee symple, & alsoe doth further Ingage to & with y^e sayd Gydney his heyres & Assigns vpon reasonable & lawfull demand, shall & will Prforme & doe or cause to bee Prformed & done, any such act or Acts further, whither by way of of acknowledgm^t of this Prsent Deed, or release of Dowry In respect of Mary his wife, or in any

kind, y^t shall or may bee for the full Compleating Confirm-
ing & sure makeing of the afore barganed Premisses, vnto
the afore sayd Bartholmew Gydney his heyres or Assigns
according to y^e true Intent here of/ In witness w^{ro}f, the
sayd Sayword hath set two his hand & seale this foureteenth
day of Octobr one thousand six hundred seaventy & foure
In the Twenty sixth yeare of soueraign king Charles the
second/ Henery Sayword (^{his}_{seale})

Signed sealed & Delivered

In the psence of/	Henery Sayword acknowledged this
Obed : Walker/	aboue written to bee his Act &
Ephraim Marston/	Deed before mee
Mary Pateshall/	Edw : Pateshall Just/

A true Coppy of this Instrument Transcribed out of the
Originall & there with Compared this first day of June 1676 :
p Edw : Rishworth ReCor

Know all men by these Prsents that Henery Sayword of
yorke neare Pischataq doth by these Prsents Morgage make
ouer sell alleine & Confirme vnto Bartholmew Gydney his
heyres & Assigns for euer, my halfe of the Mills I haue in
partnership with the sayd Gydney att Cascoe bay, to bee his
to possess & Inioy for him selfe & his heyres for euer, with
all the Land priuiledges & appurtenances, there vnto belong-
ing Ingageing alsoe to finish & fully Compleate the sayd
Mills in euery respect for the vss of the sayd
D^{ty} Gydney his heyres & Assigns ; The Condition of
this obligation is, that If the sayd Soward doe Cause to bee
payd vnto the sayd Gydney or his heyres, executors, Admin-
istrators or assigns, the full & Just some of One hundred &
tenn thousand foote of M^{ch}atble pine boards, at the tymes of
payment already agreed on, then the aboue obligation to bee
voyd, & of none effect, but in case of default of payment of
the some aforesayd, or any part there of, according to agree-

ment already made between them, then the sayd Gydney hath by these Prsents pouer to reenter, not onely on his own halfe lett vnto the sd Sayword, but alsoe of the other halfe aboue mentioned, & for euer to hould It in fee symple to his own proper for him selfe his heyres & Assigns for ever, euen the whool Mills with all the priuiledges, & appurtenances there vnto belonging/ In witness w^rof the sayd Sayword hath set two his hand & seale this fourteenth day of October one thousand six hundred seaventy & foure/

Signed sealed & Delivered in Henery Sayword (^{his}seale)
the Prsence of us/ Witness

Obedi: Walker/	This Morgage was acknowledged
Ephraim Marstone/	by Henery Sayword to bee his
Mary Patteshall/	Act & Deede/ I say acknowl-
	edged before mee

Edw : Pateshall Just^s/

A true Coppy of this Morgage transcribed out of the Original, & there with Compared this first day of June: 1676:

p Edw : Rishworth ReCor :

(190] To all Christean people to whom this Prsent writeing shall come/ Thomas Stevens of Kenebecke, & Margeret his wife send greeting: Know yee that Wee Tho: Stevens & Margaret my sayd wife, for & in Consideration of a considerable some to use already in hand payd, by w^h wee acknowledg our selues fully payd & satisfyd, before y^e sealing & delivering here of, Well & truely payd by Hene: Sayword of Yorke & Bartholmew Gydney of Salem in New England hath given granted barganed sould aliend Infeoffed & Confirmd, & by these Prsents doth fully Clearly, & absolutely giue grant bargain sell alieine Infeoff & Confirme, unto the sayd Henery Sayword, & Bartholmew Gydney, all that Land & River lately purchased of Terrumquin Abumhamon, Robine Hoode, Werumby & Robine Indean Saga-

mors belonging to Cascoe Bay, being all that Tract of Land
 & River, lijing & being in Cascoe Bay, from the
 Tho: Stephens first falls about Mr Ryalls house called pungus-
 To tucke, alias Wescustogoe, from the aforesayd
 Hen: Sayword falls to y^e Head of the River, & of euery branch
 & Bar: Gidney & Cricke there of or there vnto belonging, & In breadth of
 Land two Miles on each side of the sayd River & soe to
 runne the aforesayd breadth of two Miles on each side, to
 the vtmost extent aboue mentioned/ with all the Marsh
 Woods vnderwoods Tymber Trees with all my Estate right
 Title Interest vss propriety, possession Clayme & demand
 w^tsoeuer of in or to the barganed p^rmisses, with all y^r priu-
 ledges y^r to belonging, & app^tayneing, as fishing fowling
 Meddows &c: To haue & to hould, the sayd barganed Prem-
 isses thereto belonging & app^tayneing, vnto the sayd Hene:
 Sayword & Bartholmew Gydney, in aequall shayres to them
 & there heyres & Assignes for euer, to the onely proper vss
 & behoofe of the sayd Hene: Sayword & Bartholmew Gyd-
 ney there heyres & Assigns for euer: And the sayd Thomas
 Stephens at the tyme of the Grant bargain & sayle of the
 Premisses, vnto the sayd Sayword & Gydney, & vntill the
 deliuey here of vnto them, to the vss of them & there
 heyres & Assigns for euer, was the true & lawfull owner of
 the aboue barganed p^rmisses, & that hee the sd Stephens
 hath in him selfe full pouer the Premisses to grant bargain
 sell & confirme as aforesayd, & doe Covenant & promiss to &
 with the sayd Sayword & Gydney, that the same is free &
 Cleare, & freely acquitted, & discharged of & from & all
 manner of former & other Gyfts, Joynters Dowes W^tsoeuer,
 to bee challenged of or in the same, or any part there of, &
 from all & singular other charges, titles, troubles, Incumber-
 ances, & demands w^tsoeuer, by the sayd Stephens or any
 Prson or Prsons w^tsoeuer, by his or there Act means Con-
 sent or default, Consent or peurement, & that the sayd
 Hene: Sayword & Bartholmew Gydney there heyres &
 Assignes shall or may hence forth for euer lawfully, peacea-

bly & quietly haue hould vss occupy, possess & Inioy the sayd barganed Premisses, with the priuiledges & app'tenances there vnto belonging & app'tayneing with out the least sujte, trouble denyall Molestation, Contradiction or disturbance of the sayd Stephens & Margeret his sd wife or his or her heyres, executors, administrators, or any other Prson or Prsons w^tsoeue. Claymeing, or Pretending to haue any Estate right title Interest Claym or demand whatsoeuer, of in or to the same, or any part or Prcell there of, from by or vnder them, or either of them/ In witness w^tof the sayd Tho: Stephe . . & Margaret his wife, haue set two there hands & seales this Twelth day of Octobr in the yeare of our Lord, One thousand six hundred seaventy & foure/ In the Twenty six^t yeare of our Soueraign Lord King Charles y^e second/
Signed sealed & Delivered Thomas Stevens (^{his}seale)

In the Prsence of us/

Witness Ephraim Marston/

Mary Petishall/

The marke of




Margerett Stephens (^{his}seale)


This Deed was acknowledged before mee by
Thom . . Stephens to bee his Act, & by
Margeret his wife she freely quitting her
Clayme of thirds or Interest in the sayd
Land, I say before mee

Edw : Pateshall Just^s

I william Ryall in the behalfe of Thomas Stephens, & by his order, gaue possession of the Land at Westcostugooe aboue mentioned by Turff & Twi . . vnto Hene Sayword & Bartholmew Gydney, this 16th of Octobr 1674 : by mee

William Ryall his marke 

witness/ Joseph Alline John Freathy his marke 

his marke 

Patricke Jennison his marke 

12 : Octobr 1674

A true Coppy of this Instrument aboue written transcribed out of the Originall & there with Compared this second of June 1676 :
p Edw : Rishw ReCor :

Know all men by these Prsents, that I Thomas Stephens
of Kenebecke hau . Constituted & appoynted, my beloued
frejnd William Ryall my true & lawf . . . Attorney for mee

& in my place & stead to giue possession accord-
Possession ing to law by Turff & Twigg of y^t Tract of Land
& River Called pungustacke alias Westcostugoe in Cascoe
bay, lately sould by mee the sayd Stephens vnto Hene :
Say . . . & Bartholmew Gydney, I say to giue possession
of the sayd Land & Riv . . vnto y^e aforesd Sayword & Gyd-
ney to bee thers, thejr heyres & assigns for eu . . houlding
firme & stable as alsoe ratifjng & Confirmeing, what my
sayd At . . ny shall doe according to the Premisses, to bee
as fully & æffectually, as If my selfe were Prsonally Prsent/
In witness here of I haue sett two my h . . & seale, this
thyrteenth day of Octobr one thousand six hundred seaventy
fou . .

Thoms Stephens (^{his}_{seale})

Witness/ Ephraim Marston/

Brother William Ryall, I would request you to giue pos-
session of y^t Land & Ri . . vnto Henery Sayword, &
Bartholmew Gydney in my name, & steade according t . the
letter of Attorney, wⁱⁿ I haue fully Impoured you soe to
doe, & I shall b . ready to serue you in what I may & rest,
yours to serue you in what I may/

13 : 8 : 74

. p Thoms Stephens/


A true Coppy of this letter of Attorney & posfript vnder-
neath, transcribed & Compared with the Originall, this 2 :
June : 1676 : p Edw : Rishworth ReCor :


[191] This Indenture made the 19th day of Janvary :
1673 : between Robine Hooe Derumquen, & Abomhammon,
Weroumby, & Roben, Sagamors, on y^e one Party, &
Thomas Stephens on y^e other Party ; Witnesseth, that Wee
Robine Hooe, Derumquin Abonhaman Werumby & Roben,
for & In Consideration of Certen pay, to us in hand payd


before the sealing & delivering of these Presents, With
 which pay Wee do acknowledg our selues fully
 Indians satisfyd & payd, to our Content, thereof & euery
 To Tho: part there of, doe acquitt, exonerate, & discharge
 Stephens the sayd Thomas Stephens, his heyres executors,
 & Assignes for ever, by these Prsents haue given granted,
 barganed & sould & Confirmed, & by these Prsents doe
 absolutely giue grant sell & Confirme vnto the sayd Thomas
 Stephens his heyres & Assig^s for ever, all that Preell or
 Tract from y^e first falls pungustucke or called p the English
 Westcasdogoe in Cascoe bay from y^e aforesd falls to y^e head
 of the River euery branch & Cricke there vnto belonging, &
 in breadth two Miles at each side of the River, with all the
 Lands Marsh as profetts, Woods vnder Woods Tymber Trees,
 of what sorts soeuer, with all priuiledges of fishing & fowling,
 hunting Haukeing, with all other priuiledges of what sort or
 nature soeuer, is or may bee Contayned in the aforesayd
 bounds, or any part or Preell there of/ To haue & to hould, all
 & singular the aforesayd Premisses hereby granted barganed
 & sould, with euery of thejr Members, app^rtenances Whatso-
 euer, vnto the onely vss & behoofe of Thoms Stephens, his
 heyres & Assignes for euer, hee or they paijing one good
 eare of Indean Corne yearly vpon the five & Twentieth day
 of March, If it bee lawfully demanded as an acknowledgmt,
 hereby Imptying our selues our heyres of & from all clayme,
 & Interest to the afore mentioned Premisses, or any part or
 Preell there of: And Wee Roben Hoode Derumquene,
 Abamhaman, Werumby, & Roben for our selues, & by these
 aforenamed Premisses, before granted & bargand & sould
 with all the appurtenances there vnto belonging, to the
 onely vsse & behoofe of Thomas Stephens, & his heyres &
 Assignes for euer, aganst us o^r heyres & Assignes, & all &
 euery Prson lawfully Clameing from us vnder us, & them or
 any of them, shall & will warrant & for euer defend by these
 Prsents, & In witness of the treuth here of, Wee Robin
 Hoode, Derumquen, Abhamamon, Werumby & Robine,


BOOK II, FOL. 191.


haue herevnto sett our hands & Seales, this nineteenth day
of Janvary, One thousand six hundred seaventy three/

Roben Hooode his marke  (his
seale)

Derumquen his
marke/  (his
seal)

Abumhaman
his marke  (his
seale)

The marke of Werumby
his marke  (his
seale)

The marke of Robine/
his marke  (his
seal)

Signed sealed & Delivered
in the psence of us/
Thomas Gyles/
Allister Comby/
The marke of Daniell/



The marke of Wedasawasam/



The marke of Mis Joane 

A true Coppy of this Instrument transcribed out of the
originall, & there with Compared this 2 : day of June : 1676 :

p Edw : Rishworth ReCor

This witnesseth, that Nicholas Hodgdsden of Kittery in the County of yorke, In the Massatusetts Colony in New England, Yeamon, with the Consent of Elizabeth his wife, for diverse good causes & Considerations them moueing there vnto, spetially In reference to a marrage some years since consummated, between John Morrall of the Tow . aforesayd, & Saraih the daughter of the sayd Nicho : Hodgdsden & Elizabeth his wife, & out of that tender affection, the sayd Nicholas, & Elizabeth his sayd wife, beareth vnto the sayd Morrall & Saraih his wife, & to their children, & as a sufficie . . portion, given out of the Estate of the sayd Nicho :

<p>Nich^o Hodgdsden To Johnⁿ Morrall</p>	<p>Hodgdsden, vnto y^e sayd John Morrall with his sayd wife, hath passed over, given, granted, alienated Infeoffed & Confirmed, & doe by these Prsents for them selues, their heyres executors &</p>
---	--

Administrators, passe over, & giue, grant, alienate, Infeoff & Confirme vnto the aforesayd John Morrall, one Messuage, or Tenement scituate, & being in the Town of Kittery aforesd, & being part of the homestall of the sayd Nicholas Hodgdsden, & lijng on the North side there of, & bounded with burch poynt brooke on the North, & part of a Coue on the West, & the Land of the sd Nicholas Hodgdsden on the South & on the East & contaynes about seaven a of Land more or less as It is parted from y^e Land of y^e sd Nicho : Hodgdsden, on the East, by a Certen spring that runneth into burch poynt brooke, the sayd Nicho : Hodgdsden always reserucing vnto him selfe the free vsse of the water of the sayd spring, with the Lyberty of thre . or foure rodde of Land about the sayd spring, for men or cattle to come to the water ; The aforesd Tract of Land hath been for diverse years past given into the possession of the sayd Morrall, & bujlt vpon & Improved, & now by the sayd Nicholas Hodgdsden & Elizabeth his wife, by this Deed of gyft, passed ouer vnto the sayd John M . . rall, to haue & to hould all the aboue granted Premisses, with all the app^rtenanc . . & priuiledges there vnto belonging, to him the sd John Mor-

rall his heyres, executor . Administrators or Assigns for
euer, & If at any tyme the sayd John Morrall shall see cause
to sell the aboue granted tenement, or any part or Preell
there of hee the sayd John Morrall shall sell it to y^e sayd
Nicho: Hodgdsden, or his heyres, hee or they givinge as
much for It, as any other man will give/ In Confirmation
w^rof I ha . . here vnto set my hand & seale this 3d day of
Decem^{br} 1674 :

Nicho Hodgdsden his

Signed sealed & Delivered
in the Prsence of
William Hackeley

marke  (his
seale)

Nicholas Hodgdsden doth own this In-
strum^t to bee his Act & Deede, &
with the free Consent of Elizabeth
his wife, before mee this 4th day of
December/ 74/

Edw : Rishwor . . Assōē /

A true Coppy of this Instrument transcribed & Compared
with the Originall this secund day of June 1676 :

p Edw : Rishworth ReCor :

At a Generall Court houlden at Boston May 4th, 1676 :

W^ras by an Act of this Court Febr^y : 21 : 75 : It was

9 Country
Rates ordered
by y^e Court
at Boston

ordered that nine Country rates should bee Leav-
yed vpon the Inhabitants of Yorke Shyre, for the
Defraijng of the charges of the warr in that
County expended, & accordingly warrants wer .

Issewed out by the Countrey Treasu^r, & Major walden
appoynted to receiue . . sayd rates soe Collected/ & W^ras
there is nothing done to affect in Prsewance It is now
ordered by this Court, that y^e aforesd nine rates shall bee
sp Leavyed & payd in for the vsse aforesayd, to the
Prsent Treasu^r of the Co of Yorke, who shall take
æquall Care, y^t together with w^t hath been disbursed

BOOK II, Fol. 191, 192.

amongst them selues, the other disbursements made by order of authority, for your releife, bee duely & speedily payd/

This is a True Coppy of the Generall Courts Act as Attests

William Stoughton p order

A true Coppy of this order transcribed, & Compared with the originall, this 6th day of June 1676 :

p Edw : Rishworth ReCor :

[192] At a Generall Court houlden at Boston May 4th 1676

Was by Information of Severall Deputys of the County of Yorke shyre, respecting that law of the Committee of Militia, which binds up the approbation of all Accopts & arrers touching the Present warr, sooly in the hands of the sayd Committee of Militia in every Town, by whom a great part of the sd charges arising amongst us are mostly Claymed/

Court order
about Ar-
rers of Acco^{ts} The Premisses Considered, It is hereby ordered by this Court, & appoynted, that Major Nicholas Shapleigh of Kittery, Mr Edw : Rishworth of yorke, & Mr Sauell Whelewright of Wells, bee & are hereby Impoured, to Call before them examine & approue all such necessary arrers, & charges, as shall or may appertayn to your County aforesayd & what charges by them according to law, shall bee allowed, & approued (provided It bee not in wine & Strong Lyquors) shall by the sayd County bee duely payd, & satisfyd from tyme to tyme/

This is a true Coppy of your Act of the Genell Court as Attests William Stoughton p order

A true Coppy of this order transcribed out of your originall, & your with Compared, this 6th : d : of June (1676)

p Edw : Rishworth ReCor :

BOOK II, Fol. 192.

Hen:
Greenland's
Bill To
Geo: Norton

Know all men by these Prsents, that I Henery
Greenland of Kittery poynt in the River of Pis-
hataqua Chyergeon, doe ow & stand indebted
vnto Geo Norton of Pischataqua River shipe-
wright, in the Just & even some of sixty pounds seaven
shillings, of Lawfull money of New England or goods, at
money price, due to bee payd to the sayd Norton or to his
lawfull Attorney, executors Administrators or Assignes, at
or before the five & twentieth of March vpon demand, next
Insewing, the date hereof, with out fraude or further delay :
To the w^{ch} payment well & truly to bee made, I bind mee
my heyres, executors & Administrators & euery of them, in
the pœnall some of sixty pounds seaven shillings, of like
lawfull pay of New England, firmly by these Prsents/ sealed
with my seale dated this twenty Eight day of Septembr
Anno : Dom̃: 1671 :

Hene : Greenland (^{his}_{seale})

Sealed & delivered

in y^e Prsence of/
James Randell/
Jacob Brown/
Ralph Hall/

Great Ysland this 28th Novẽbr 1674 :
James Randle came & made oath
that hee saw Hene : Greenland
signe & seale the aboue written
before mee Elyas Stylemā :

Commissio^r/

Ralph Hall came & made oath that hee saw Hene : Green-
land signe seale & deliver this bill as his Act & Deed, & that
It was giuen the sd Norton, in Consideration of one quarter
part of the pinke Lenham/ June 30th 1675 : deposed before
mee Elyas Stylemā : Commissio^r/

A true Coppy of this bill as Attested transcribed out of y^e
originall & y^rwith Compared this 16 : June 1676 :

p Edw : Rishworth ReCor :

I Henery Greenland doe promiss to pay vnto George Nor-
ton a barrell of Macharell, before the fall of this Present
yeare/ 1672 :
Testes/ Tho : Wiggin/

Hene : Greenland/

BOOK II, Fol. 192, 193.

Great Ysland 11 : Novẽbr 1674

Mr Tho : Wiggins made oath that hee saw Mr
Hene : Greenland signe the aboue written
as his Act & Deede/ before mee

Elyas Stylemā : Commisso^r/

A true Coppy transcribed out of the originall, this 16 :
June : 76 : p Edw : Rishworth ReCor :

[193] These Prsents witness that I Hene : Badge of
Kittery in the County of yorke haue sould alyend, Infeoffd
& barganed, & Delivered six Acers of Land next Adioyne-
ing to Enocke Houtchings his Land vnto Nicho : Weekes of
the same place & to his heyres executors or Assigns or any
of them for ever, from the aforesayd Henery Badge his
heyres or Assignes for euer/ this aforesayd Land is Twelue
rodd in breadth, & runnes backe in the Woods
vpon the sayd breadth, vntill the aforesayd six
Acers bee accomplished/ furthermore I Hene :
Badge do promiss this sayd Land to bee Cleare
from all Intanglements Morgages or sayls formerly, & do
hereby own my selfe fully satisfyd for the same, as witness
my hand this sixteenth day of Decemb^r 1672 :

Sealed signed & Delivered

in Prsence of us/

Richd Lockewood/

The marke of Enocke/

Houtchin/ *EH*

John ffennicke

The Marke of Hene :

Badge/ *HB* (his
seale)

The Marke of

Elizabeth Badge *E* (her
seale)

Great Ysland this 28th of July 1673 :

Hene : Badge come & acknowl-
edged the aboue written, to bee
his free Act & Deede/ before mee

Elyas Stylemā : Commissio^r/

A true Coppy of this Instrum^t transcribed & Compared
with the originall this 16 : of June : 1676 :

p Edw : Rishworth ReCor :

To all people to whome this Prsent writeing shall come,
I John Harker Senjo^r of Yorke In New England, fisherman,
do send Greeeting to all my beloued frejnds, w^h haue been
heretofore/ know yee that I the sayd John Harker, for &
In Consideration of the loue I doe beare vnto my onely well
beloued son John Harker, being now fisherman at Winter

Harbo^r, I have given granted, & I do freely giue
& grant, & I doe freely by these Prsents abso-
lutely Confirme vnto this my sonn John Harker,
one small Ysland that is my own lijng within the
Harbour, of yorke, ouer right Aganst the fishing stage, y^t
lyeth at y^e Entry into the sd Harbour And alsoe I doe in the
like manner, giue vnto this my aforesayd sonn, one & all the
Preell of Land that doe belong vnto mee, that is mine own,
lijng & abounding vp the River of y^e aforesayd Yorke, or
Agamenticus, this sayd Preell of Land lijeth in a Tract of
Land, that Cap^t John Davess hath $\frac{1}{2}$ part, & William Moore
haue a $\frac{1}{4}$ part It being yet not deuided my part, is the other
fourth part of this sayd Tract of Land/ This sayd Tract or
Preell of Land which belongeth vnto mee, with all the Wood
standing or lijng, with all the Marsh & all other priuiledges
y^t app^rtayneth vnto this my sayd Preell of Land, & alsoe the
sd ysland with its Marsh & app^rtenances, & all the priui-
ledges therevnto belonging ; These abouesd Premisses, I do
freely fully & absolutely giue, & by these Prsents, Confirme
vnto this my sonn John Harker, his heyres executors,
administrators, or Assignes or any of them, to haue & to
hould for euer, & In y^e Prformance of all those abouesd
Premisses, I do here vnto set my hand & seale this first day
of July, one thousand six hundred seaventy three, & being

Jn^o Harker
To his Son
John

BOOK II, FOL. 193.

the five & twentieth yeare of y^e Reign of our Soueraigne Ld
King Charles the secund, king of England, Scotland, France
& Ireland Defend^r of the faith/ The marke of ^{(his}

Sealed signed & Delivered in

John Harker



the Prsence of us/

The marke of

Joseph Donnell



The marke of

Ric : Burgess/



Edw : Woolcocke/

A true Cappy transcribed & Com-
pared with y^e originall this 27th
of June 1676 :

p Edw : Rishworth Re Cor :

[194]

wise, according to the Costome of England, Which Prsons
 soe Chosen out of your Number may bee distinguished from
 the rest by the name of Commissioners for apales In the
 province of Mayn/ And for your so doing, any thing In
 your former Instructions to y^e contrary, Notwithstanding;
 These Presents shall bee to you a sufficient warrant and
 discharge/
 Given vnder our hands & seals the 20th day of No-
 vemb^r att Hott James In New Yorke vpon the Isle
 of Manhatans Anno Domⁱ 1666:
 (his) Richard Nicolls
 (his) Robert Carr/
 To Mr Jocelyn & the rest of the
 Justices of peace In y^e prov-
 ince of Mayn/
 A true Copy of this order aboue written, transcribed out
 of the original & y^e with Compared this 17: day of January:
 1666: p Edw: Rishworth Re: Cor:

Gentlemen/
yours by Roger Playstead October 11th from York In y^e
Province of Mayn, is well received; In answer wherunto
with the advise of Sir Robert Carr, tis thought fitt to direct
you In the Case of Appelles, That In regard a Competent
Number of his Majesty's Commissioners, (to whom In y^e
former Instructions Appelles were reserved) Cannot for the
Present Attend the affayres of your province, and now
Weighing the Inconveniences & difficultys w^{ch} probably may
Ensew: Bee pleased y^rfore after the receipt hereof, to sup-
ply that Defect amongst your selves, by Chusing & appoy-
ning three Prsons out of your Present Justices of the peace,
to sit as a Court of Chancery to heare receive & determine
In equity all or any appeales, from the Coman law or other-

of Manhatans this 20th day of November:
1666
A true Copy of y^e letter sent by y^e Court to Gene^{ll}
Nicolls, & of his answer returned y^rinto, transcribed out
of y^e Originalls & y^e with Compared this 16: January 1666:
p Edw: Rishworth ReCor:

I should very willingly have Joyned with Sir Robert Carr
in favour of Mr Playstead, but being a stranger to y^e matter,
at least not having heard both Partys, it was not reasonable
for mee/ Onely in his favo^r an Order is made for the restore-
ing of the Cattle in all things possible and honest, you will
find mee ready to Comply & sure I am you will expect noe
more from
Y^r affectionate freind & servant
Fort James In New yorke on y^e Isle Richard Nicolls/
being with in the bounds of Mr Maysons propriety/
alsoe to Prevente from spoyl any Tymber or Mast Trees
I have Impowred Mr Shapleigh not onely to Cutt, but
supply (even though the same were publicquely prohibited)
you to contrive a meanes by any freind In Boston for your

I should bee glad of an opportunity to serve you with such a quantity of ammunition as I could spare, but It seemes very strange that It is not possible for some amongst

Cause :

According to Yor desires an explanation, or rather an Amendment of Your Instructions, is here with sent in forme of a warrant, that you may the more vigorously & safely act/ In cases of appeals 'Twas not thought necessary to Insert what security is to bee taken for the Appellant, because the way is soe well known & noe less necessarie to bee followed, according to yor directions, & y^e Merritt of the Gentlemen/

To his much respected freinds Mr Jocelyn & the rest of the Justices of the peace In Province of Mayn these/

Yorke : 12 :

(1666)

Henry Jocelyn/

Fran : Champnown/

Robert Cutt/

Edw : Rishworth

Fran : Hooke/

from yor very humble servants/

remain due to your honor at all tymes/

And 'twas one of or neighbours Mr Rog^r Playstead y^e beaver hereof makes a sadde complaynt of great Injuriy done to him by the Road Vlanders who through misinformation of his Majestys Commissioners have gotten [561] possession of his lands, & manie of his Cattle, which they still detain from him to his great preiudice/ W^{thin} If your honor vpon understanding of the Case, shall see cause from the equity thereof to give him redress (w^{ch} Wee doubt not but Will bee according to righteousness) for w^{ch}, further obligations shall remain due to your honor at all tymes/

bee a fitt Person/

W^{ch} purpose Major Shapleigh (if it may like yor honor) may wth Wee understand your honor hath y^e disposeing/ For Iing with in the propriety of Cap^t John Maysons Interest,

May It please yo^r Honor, Wee have Credible Information, that y^e are severall Persons on the disigne of Murthering, whom if not Prevented by some suddayn restaynt, for the Preservation of them for his Majesty^s vss, Will Indanger the destruction of a great quantity of Tymber fitt for y^e vss, Wee can/

And because our Wellfayre (vnder god) depends most vpon his Majesty^s countenance & assistance, whose representations your hono^{rs} are deputed ouer those Western Jurisdictions & provinces, Wth of Wee are none of the richest, nor yett wee hope In loyalty the poorest, Which that Wee may have the better opportunity to declare if Occasion bee, & for or more security in these tymes of danger/ Wee Crane yo^r helpe for a supply of some convenient quantity of armes & Ammunition wth of at Present Wee are very hure, & for yo^r Honor^s satisfaction, Wee shall readily attend the best meanes Wee can/

Our experience of your hono^{rs} fauor, & the rest of his Majesty^s hono^{ble} Commissioners, by whose approbation & care the constitution of our Present Govern^t was & is settled vnder his Majesty^s Immediate pouer: for the better Management wth of, by a more clear vnderstanding of our Commission, they hono^{rs} Were pleased to leaue with us a further explanation of the same for our direction in any matters of difficulty; w^{ch} giues us the more bouldness to make application to your hono^r for aduize in one case espically, how safely to act In poynt of appeales; & In what Cases you will giue allowance thereof, for Instructions say thus/

Right Hono^{ble}/

these Present/

New England/

To the Right Hono^{rable}, Colonell Richd
Nicolls, one of his his Majesty^s Honor-
able Commissio^{ns}, for y^e Provinces of

INDEX.

INDEX OF

Date.	Grantor.	Grantee.	Instrument.
	ABUMHAMAN, see Robin-Hood		
1672, Nov. 20	ADDAMS, William	Thomas Withers	Indenture
1662, July 15	ALGER, Andrew senior and Arthur	John Palmer	Deed
1671, Nov. 21	ALLARD, Hugh	Francis Wane- wright	Mortgage
1666, Nov. 20	ALLCOCKE, Job	John Bray	Deed
1642, Mar. 10	ALLCOCKE, John	Inhabitants of York	License
1644, Sept. 26	ALLCOCKE, John	Peter Weare	Deed
1655, Mar. 22	ALLCOCKE, John	Thos Mowlton	Deed
	ALLCOCKE, John, see Robert Knight		
1662, Dec. 1	ALLCOCKE, Joseph et ux.	Gilbert Lugg Waymouth Lys- tone	Deed
1673, June 4	ALLASON, Ralph	Walter Gyndall	Deposition
1660, Feb. 25	ANDREWS, Joan	Thomas Crockett	Deposition
1666, Dec. 11	ANDREWS, Joan	Ric. Lockewood	Bond
1666, Dec. 11	ANDREWS, Joan	Ric. Lockewood	Bond
1666, Jan. 26	ANDREWS, Joan	Ric. Lockewood	Prom. note
1672, Jan. 7	ANDREWS, John et ux. and Joan Attwell	Thomas Trafton	Deed

GRANTORS.

Folio.	Description.
141	Of apprenticeship.
170	50 acres of upland and a parcel of marsh occupied by Palmer at Dunstan in <i>Scarboroughh.</i>
104	Housing and flake room on Smuttynose island, <i>Isles of Shoals</i> , and shallop.
11	12 acres adjoining Bray's lot in <i>Kittery.</i>
177	To use his spring.
177	Land in <i>Agamenticus</i> , conveyed to Allcocke by Edw. Godfrey.
112	70 acres on York river, adjoining Arthur Bragdon, and 10 acres meadow at head of northwest branch of York river in <i>York.</i>
174	Messuage on Piscataqua river in <i>Kittery</i> , between Symons and Paul.
133	As to Sarah Jordan's release of dower.
1	Concerning acts of ownership by clearing land, &c., on Spruce creek [in <i>Kittery.</i>]
91	For payment of £1, 1s. 6d.
92	To deliver 2 head of cattle.
92	For payment of £4, 3s.
128	2 acres marsh [in <i>Kittery.</i>]

Date.	Grantor.	Grantee.	Instrument.
1675, Apr. 6	ANDREWS, John, and Joan Attwell	John Bray	Deed
1675, Apr. 8	ANDREWS, John, and Joan Attwell	John Bray	Deed
[No date.]	ANDREWS, John, and Joan Attwell	John Bray	Bond
1668, Aug. 23	ANGER, Samson et ux.	John Ceard	Deed
1671, Jan. 1	ANGER, Samson et ux.	Michum Mackeintyre	Deed
1673, Sept. 23	ANGER, Samson	John Davess	Deed
1675, Aug. 14	ANGER, Samson et ux. ATTWELL, Joan, see John Andrews	Jasper Pullman	Deed
1650, July 15	AUSTINE, Joseph	Anthony Emery	Deed
1670, Jan. 31	AUSTINE, Samuel	Joseph Storer Benjamin Storer	Deed
1674, Oct. 8	AUSTINE, Samuel	Samuel Storer	Deed
1671, Oct. 20	BACKEHOUSE, Francis	Abraham Tillton	Deed
1674, Oct. 8	BACKEUS, Francis et ux.	Thomas Manning	Deed
1672, Dec. 16	BADGE, Henry et ux.	Nicholas Weekes	Deed
1667, Sept. 30	BAREFOOTE, Walter	Robert Mussell	Deed
1668, Oct. 2	BAREFOOTE, Walter	Francis Morgan	Discharge
1671, May 24	BAREFOOTE, Walter	George Morton	Mortgage
1671, Oct. 10	BAREFOOTE, Walter, and Henry Greenland	Abraham Drake Benjamin Swett Henry Green	Execution

Folio.	Description.
172	Three acres marsh adjoining Bray's marsh at Braveboat harbor, <i>Kittery</i> .
170	14 rods of marsh adjoining above.
169	Covenanting to warrant title of land conveyed April 6, 1675.
51	An acre of marsh on the southwest branch of York river in <i>York</i> .
107	An acre and a half of marsh in <i>York</i> , on the southwest branch of York river.
139	Land in <i>York</i> , formerly belonging to Rice Kerdogon [Cado-gan.]
180	One acre and a quarter on Great island, <i>York</i> .
141	Little marsh above Sturgeon creek in <i>Piscataqua</i> , with house and lot and lumber.
91	Lands in <i>Wells</i> conveyed to Austine by John and Richard Cutt, and by John Wakefield.
158	110 acres at Epesrath in <i>Wells</i> .
130	150 acres on Ogunquit river, with 2 acres salt marsh and 10 acres fresh meadow, all in <i>Wells</i> .
161	4 acres meadow in <i>Wells</i> .
193	6 acres adjoining Enoch Hutchings in <i>Kittery</i> .
42	10 acres west of creek which bounds Champernowne's island in <i>Kittery</i> .
128	Of all debts.
96	Of $\frac{1}{4}$ part of pink "Lenham."
121	£20 and costs levied on land at <i>Kittery</i> Point for £12, and on goods and Greenland's person for balance.

Date.	Grantor.	Grantee.	Instrument.
1673, Feb. 28	BARRET, John	Fran. Littlefield, junior	Deed
1673, Feb. 28	BARRET, John	Fran. Littlefield, junior	Deed
1674, Nov. 2	BARRET, John et ux.	Thomas Manning	Deed
1675, Feb. 7	BARRETT, John et ux.	Joseph Cross	Deed
1674, April 1	BATES, John	Nathaniel Fryer	Deed
1666, Feb. 13	BATSON, John, and William Renalds BEALE, Arthur, see Richard Whitte	Thomas Bryan or Peter Oliver	Deposition
1674, Nov. 10	BEALE, Arthur, senior BENNET, Edward, see John Winsland	John Frost, sen.	Bond
1669, July 20	BERRY, Giles	Isaac Walker	Deed
1659, Oct. 12	BOLLES, Joseph	Peter Hill	Deed
1672, Apr. 3	BOLLES, Joseph et ux.	Charles Frost	Deed
1667, Oct. 1	BONIGHTON, John	William Phillips	Agreement
1667, Apr. 6	BONIGHTON, William	George Munjoy	Mortgage
1667, Oct. 17	BOOTH, Robert, and Patrick Dummark	William Phillips	Deposition
1672, Aug. 26	BOOTH, Robert, senior	Simon Booth	Deed
1666, June 28	BOWREY, John	Ric. Lockewood	Due bill
1668, Nov. 1	BRAGDON, Arthur, junior	Andrew Raining	Deed
1673, July 21	BRAY, John	Robert Marshall	Renewal

Folio.	Description.
146	3 acres marsh at the Neck in <i>Wells</i> .
146	3 acres marsh near Ogunquit river in <i>Wells</i> .
161	157 acres at Duxbury in <i>Wells</i> .
186	2 acres marsh on Webhannet river in <i>Wells</i> .
148	120 or 130 acres in <i>Wells</i> , between Samuel Wheelwright and William Hammond.
146	Concerning land sold by Batson to Oliver.
163	Conditioned to secure £50 in consideration for land [in <i>York</i> .]
74	Lot granted Berry by town of <i>York</i> .
36	100 acres at Winter Harbor, <i>Saco</i> , between lots formerly held by Samuel Andrews and Robert Sankey.
119	10 acres marsh in <i>Cape Porpoise</i> .
37	Bonighton to deliver half of island adjoining mill at <i>Saco</i> and 800 pine trees to close all accounts.
13	Shallop and appurtenances.
37	Concerning division of John Bonighton's island at <i>Saco</i> .
126	Messuage of 6 acres at Winter Harbor, <i>Saco</i> .
127	For £6, 16s. 10d.
73	10 acres between Bragdon's and Raining's lots in <i>York</i> .
167	Of Marshall's note for 6 months, with receipt for £5.

Date.	Grantor.	Grantee.	Instrument.
1670, June 9	BROAD, William et ux.	Diggory, Jefferys	Deed
1676, May 30	BROUGHTON, Thomas	All persons	Caution
1667, June 15	BROWN, Andrew	Joshua Scottow	Deed
1661, Oct. 4	BURGESS, Richard	Thomas Crockett	Deposition
1673, Feb. 24	BURGESS, Richard	Thomas Start	Deed
1669, Nov. 24	BUSH, John et ux.	Thomas Mussell	Deed
1670, Apr. 27	BUSH, John et ux.	John Barrett	Deed
1664, Oct. 16	CALLEY, William	William Seely	Deed
1640, Sept. 2	CAMMOCK, Thomas et ux.	Henry Jocelyn	Will
1670, Jan. 16	CANNY, Thomas, senior	Hatevill Nutter	Deed
1672, Dec. 7	CAPE PORPOISE, town of	Stephen Batson	Survey
1668, Mar. 15	CARMIGHELL, John	James Grant	Assignment
1675, Nov. 25	CASE, Humphrey	Isabella Bawldin	Deed
1666, Oct. 23	CEARD, John et ux.	Michael Cowes, junior	Assignment
1667, May 25	CHADBURNE, Humphrey	Lucy Chadburne, wife, six chil- dren and other legatees	Will
1661, Aug. 20	CHAMPERNOWN, Francis	George Walton	Mortgage
1665, June 22	CHAMPERNOWN, Francis	George Walton	Bond
1669, May 31	CHAMPERNOWNE, Francis	Abra. Corbett	Deed

Folio.	Description.
118	100 acres in <i>Kittery</i> conveyed to him by Henry Greenland, folio 71.
188	Against the validity of any deed for any part of Salmon falls mills at Newichewannock in <i>Kittery</i> .
25	20 acres upland and marsh at <i>Black Point</i> .
2	Concerning grant to Crockett by Gorges of neck on Spruce creek [in <i>Kittery</i> .]
148	18 acres on York river in <i>York</i> .
131	100 acres between John Sanders and Simon Bussy, in <i>Cape Porpoise</i> .
94	10 acres marsh bought of R. Willine, south of Little river, <i>Cape Porpoise</i> .
32	Messuage on Smuttynose island, <i>Isles of Shoals</i> .
84	All of his patent and other property at <i>Black Point</i> , reserving 500 acres on Spurwink river and the cattle on the land.
110	3 acres of marsh called Fowling marsh, in <i>Kittery</i> .
129	25 acres marsh and 18 acres upland, at Little river.
90	Of bill of sale.
185	50 acres on Saco river, granted by the town of <i>Saco</i> .
64	Of a sublease of a messuage in Devonshire, England.
27	Land at Sturgeon creek and land, mills and houses at Newichewannock, in <i>Kittery</i> .
37	Marsh on island opposite Walton's house at <i>Piscataqua</i> .
38	To warrant above premises.
78	84 acres on Spruce creek in <i>Kittery</i> , adjoining Thomas Crockett.

Date.	Grantor.	Grantee.	Instrument.
1672, June 5	CHAMPERNOWN, Francis	Nathaniel Fryer	Deed
1669, June 19	CHELSON, Walsingham	William Chelson	Deed
1670, Sept. 17	CLARKE, John et ux.	John Hoole	Deed
1658, May 15	CLEEVES, George	Thomas Kimbell	Deed
• 1675, June 30	CLOYSE, John et ux.	Thomas Cloyse et ux.	Deed
1666, June 10	COLE, Nicholas, and John Pudington	Francis Johnson	Mortgage
1668, Oct. 6	COLE, Nicholas, and John Pudington et uxx.	Francis Johnson	Deed
1670, June 13	COLE, William	John Barrett	Deposition
1658, July 20	COLLICATT, Richard	Henry Donell	Deed
167 $\frac{2}{3}$, Mar. 14	CONLEY, Abraham	Peter Wittum	Deed
1675, Dec. 8	CONLEY, Abraham	Nicholas Frost	Deed
1669, Sept. 10	CORBETT, Abraham	Henry Greenland Walter Barefoote	Deed
1669, Sept. 10	CORBETT, Abraham	Henry Greenland Walter Barefoote	Trust deed
1670, Sept. 7	CORBETT, Abraham	All persons	Caution
1672, July 18	CORBETT, Abraham	John Fabines Francis Wane- wright	Mortgage
1672, July 31	CORBETT, Abraham	Nic. Shapleigh	Deed
1662, Mar. 20	COUCH, Joseph	John Bray	Indenture

Folio.	Description.
114	Western part of Champernowne's island, Wood island and the two fishing islands, all in <i>Kittery</i> .
69	House, farm, and all other property at Winter Harbor, <i>Saco</i> .
120	150 acres on Spruce creek, <i>Kittery</i> , originally granted to Hoole by the town.
46	Hog island in Casco bay.
174	60 acres with houses between Well cove and Round cove in <i>Falmouth</i> .
98	229 acres owned severally in <i>Cape Porpoise</i> , and a fishing boat owned in common.
98	Quitclaim to property described above.
81	Concerning Morgan Howell's deed to Barrett.
103	Two acres marsh and 100 acres upland originally granted to William Davess by Thomas Gorges, all in <i>York</i> .
130	3½ acres between Conley's marsh and <i>Kittery</i> highway.
186	100 acres adjoining John Heard in <i>Kittery</i> and 6 acres at the Cedars.
89	Messuage and warehouse at Kittery Point, 80 acres on Spruce creek, and 360 acres occupied by R. Lockewood, all in <i>Kittery</i> .
118	Premises described above, in trust, for the use and benefit of Alice Corbett, the grantor's wife, and their children, John, Elizabeth and Alice.
90	Revocation of deed to Greenland and Barefoote absolutely.
122	40 acres on Spruce creek, <i>Kittery</i> .
152	360 acres (10 excepted) in <i>Kittery</i> , adjoining land lately in possession of Richard Lockewood.
62	Of apprenticeship.

Date.	Grantor.	Grantee.	Instrument.
1629, Feb. 12	COUNCIL for New England	Thomas Lewis Ric. Bonighton	Patent
1631, Nov. 1	COUNCIL for New England	Thos. Cammock	Patent
1633, May 23	COUNCIL for New England, by Walter Neale	Thos. Cammock	Livery
1635, Apr. 22	COUNCIL for New England	John Mason	Deed
1635, Apr. 22	COUNCIL for New England	John Mason	Patent
1674 $\frac{1}{2}$, Mar. 23	CRAFFORD, John et ux.	Nicholas Frost	Deed
1667, Apr. 16	CROCKETT, Ephraim	Abraham Corbett	Deed
1672, June 10	CROCKETT, Ephraim	Francis Champer- nowne	Deposition
1647, Sept. 21	CROCKETT, Thomas	Robert Mendum	Agreement
1667, May 29	CROCKETT, Thomas et ux.	Abraham Corbett	Deed
1670, Aug. 30	CUMMINES, Richard	Edw'd Rishworth	Bond
[No date]	CUTT, John et ux.	John Ameridith	Deed
1674, Jan. 8	CUTT, John	Samuel Fernald	Deed
1674, Feb. 27	DAVESS, John	John Penwill	Deed
	DAVESS, Mary, see John Purrington		
1668, Nov. 2	DEAMAN, John	Henry Mayne Andrew Deaman	Deed

Folio.	Description.
110	Tract between Cape Elizabeth and Cape Porpoise, extending 4 miles along the seashore north of Swanckadock [Saco] river, and 8 miles inland.
87	1500 acres on the east side of <i>Black Point</i> river.
84	Of the lands described above.
14	Territory from middle of Naumkeag river, around Cape Ann, to Piscataqua harbor; thence to head of Newichewannock river; thence northwest until the distance from Piscataqua harbor equals 60 miles; also up Naumkeag river 60 miles, and thence overland till the first 60 mile limit is reached; with the south half of <i>Isles of Shoals</i> ; the whole to be called <i>New Hampshire</i> ; also, 10,000 acres southeast of Sagadahoc river, to be called <i>Masonia</i> .
15	Same tracts described above.
185	60 acres in <i>Kittery</i> , adjoining grantor.
76	6 acres on the north side of <i>Kittery</i> point.
118	Concerning Abraham Corbett's sale of 10 acres in <i>Kittery</i> to Champernowne.
13	To sell house and 4 acres of land at <i>Piscataqua</i> for £9, 10s.
74	House and 2½ acres at <i>Kittery</i> Point.
93	Conditioned to pay £3, 3s.
105	Messuage in <i>Kittery</i> , bought of Elizabeth Dustine.
163	Messuage of 6 acres in <i>Kittery</i> , formerly Andrew Newcombe's.
164	Half of warehouse and wharf in <i>York</i> .
80	Houses, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .

Date.	Grantor.	Grantee.	Instrum ent.
	DERUMQUEN, see Robin-Hood		
1672, July 16	DONNELL, Samuel	Christopher Carpenter	Deposition
	DUMMARK, Patrick, see Robert Booth		
1667, Nov. 18	DYEMENT, John	Will. Dyament	Deed
166 $\frac{2}{7}$, Mar. 1	EDWARDS, Elizabeth	John Furnald	Deed
1667, June 15	ELLKINES, Christopher	Peter Hincson	Deed
1677, June 20	ELLKINES, Christopher	Joshua Scottow	Deed
1664, Mar. 8	ELLKINES, Thomas	Peter Hinkeson	Deed
1663, Oct. 1	EMERY, Anthony	James Emery	Deed
1673, Sept. 24	EMERY, Anthony	James Emery	Release
1667, Feb. 28	EMERY, James et ux.	William Furbush Daniel Forgisson	Deed
1665, Oct. 14	ENDELL, Richard	Francis Morgan	Agreement
1670, July 12	EPPS, Daniel	Henry Sayword	Conditional deed
1670, Dec. 14	EPPS, Daniel	Simon Lynde	Assignment
1670, Mar. 13	FENNICK, John et ux.	Peter Lewis	Deed
1671, Sept 9	FERNALD [Furnald], Thomas et ux.	William Furnald	Deed
1671, July 6	FLANSELL, Rowland	Will. Dyament	Deposition
1663, Feb. 5	FOXWELL, Richard	Christopher Pickett [Peckett]	Deed

Folio.	Description.
116	Concerning John Legatt's debt to Carpenter.
113	Messuage of 10 acres on Crooked Lane, <i>Kittery</i> .
144	Messuage of 12 acres near Boiling Rock in <i>Kittery</i> .
23	2 acres marsh northwest of Pine creek [in <i>Scarborough</i> .]
25	Half of plantation in <i>Black Point</i> , formerly owned by John Burrage.
23	8 acres of marsh on Black Point river, [in <i>Scarborough</i> .]
150	20 acres of upland with marsh at York pond in <i>Kittery</i> .
150	From mortgage on land at Cold Harbor, <i>Kittery</i> .
141	150 acres of upland and marsh in <i>Kittery</i> , adjoining Nicholas Frost and Anthony Emery.
13	To pay £60 for 60 acres on the east side of Spruce creek in <i>Kittery</i> .
145	Three farms on Cape Porpoise river and other lands in <i>Wells</i> , between Cape Porpoise and Kennebunk rivers, with mortgage back.
146	Of claims under above mortgage, and, in case of Sayword's default, of the three farms.
93	Messuage of 12 acres on Spruce creek, <i>Kittery</i> .
147	"Lay Claim" island on Crooked Lane, <i>Kittery</i> .
113	Concerning gift of land to William by his father, John Dya-ment.
53	100 acres between Jonas Bayly and C. Collins, in <i>Scarborough</i> .

Date.	Grantor.	Grantee.	Instrument.
1668, Nov. 14	FOXWELL, Richard	Isaac Waker [Walker]	Mortgage
1664, June 27	FROST, Charles	William Oliver Richard Oliver	Deed
1674, Nov. 9	FROST, John, senior	Arthur Beale	Deed
1658, June 30	FROST, Nicholas	Thomas Crockett	Deposition
1662, Apr. 16	FROST, Nicholas	Thomas Crockett	Deposition
1673, Apr. 28	FROST, Nicholas	Children of Charles Frost and Leighton	Will
1674, Mar. 23	FROST, Nicholas et ux.	Geo. Broughton	Deed
1663, Nov. 2	FRYER, Nathaniel et ux.	Ric. Lockewood	Deed
1668, July 15	FRYER, Nathaniel	Roger Kelly	Deed
1668, Mar. 1	FRYER, Nathaniel et ux.	Christopher Adams	Deed
1671, Sept. 23	FRYER, Nathaniel	Simon Lynde	Deed
1674, May 7	FRYER, Nathaniel et ux.	Humphrey Scammon	Deed
1674, Aug. 26	FRYER, Nathaniel	Thomas Deane	Mortgage
1660, Jan. 2	GARNESY, Elizabeth	Bennett Oliver	Power of attorney
1671, Aug. 12	GARNESY, William, estate of, by Bennett Oliver, attorney	William Rogers	Release
	GEDNEY, see Gydney		
1658, June 25	GEFFERYS, Gregory	Bryan Pendleton	Deed

Folio.	Description.
52	Meadow north of Blue Point river, in <i>Scarborough</i> , bounded on the east by Piggs-cat river.
100	50 acres on the Newichewannock river in <i>Kittery</i> .
160	Tract on York river near the mouth of <i>York</i> harbor.
1	Concerning possession of neck of land on north side of Spruce creek [in <i>Kittery</i> .]
1	Concerning Thomas Gorges's gift of same tract.
150	Letter giving directions as to his property and conditional bequests of <i>Wells</i> lands and other estate.
175	60 acres adjoining the Commons in <i>Kittery</i> .
134	Messuage of 30 acres and marsh in <i>Kittery</i> , formerly Francis Champernowne's.
83	House, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .
68	100 acres in <i>Kittery</i> , formerly owned by Jeremiah Sheeres.
109	Quitclaim to premises in <i>Kittery</i> , sold to Lynde by Richard Lockewood.
150	House and 120 or 130 acres, between John Trott and William Hammonds, in <i>Wells</i> .
157	Champernowne's island and small islands adjacent, in <i>Kittery</i> .
121	To collect and receipt for the estate of her deceased husband, William Garnes, in the <i>Isles of Shoals</i> , or elsewhere.
121	Of administratorship in New England.
123	Goat, Folly and Green islands, <i>Cape Porpoise</i> .

Date.	Grantor.	Grantee.	Instrument.
1662, Mar. 29	GIBBINES, James et ux. and Robert Haywood	Thomas Rogers	Deed
1662, Mar. 29	GIBBONS, James et ux. and Robert Haywood	John Smyth	Deed
1662, Mar. 29	GIBBONS, James et ux. and Robert Haywood	Nicholas Edge- come	Deed
1659, Nov. 15	GODFREY, Ann	Henry Donell Samson Anger	Deed
1660, Apr. 2	GODFREY, Ann	Sarah Donell Margaret Donell	Deed
1667, Sept. 14	GODFREY, Ann	Alice Shapleigh	Deed
1642, Dec. 20	GODFREY, Edward	Abraham Preble	Deed
1642, Mar. 16	GODFREY, Edward	John Allcocke	Deed
1652, June 25	GODFREY, Edward	Abraham Preble	Deed
1653, May 10	GODFREY, Edward	Abraham Preble	Deed
1675, July 6	GODFREY, Edward	Abraham Preble	Deed
1667, June 13	GOOCH, Ruth, executrix	John Gooch	Agreement
1675, Apr. 8	GOODRIDG, Jeremiah	John Bray	Deposition
1640, Mar. 15	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Thos. Cammock	Deed
1643, Apr. 9	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Thomas Withers	Deed

Folio.	Description.
26	200 acres in <i>Saco</i> on the seashore northeast of Goosefare river.
5	50 acres on Goosefare river in <i>Saco</i> .
41	50 acres on Goosefare river in <i>Saco</i> .
160	20 acres south of York river, near the harbor mouth in <i>York</i> .
42	An island occupied by Henry Donell for fishing and half of the Great island, in <i>York</i> .
34	Farm and buildings in <i>York</i> .
177	10 acres upland and a parcel of swamp in <i>Agamenticus</i> , adjoining Thomas Chambers.
176	10 acres upland and a parcel of swamp in <i>Agamenticus</i> , on the east side of the river, adjoining Abraham Preble.
179	20 acres on Gorges creek, in <i>Gorgeana</i> .
178	10 acres at <i>York</i> , adjoining former grants to Preble.
177	10 acres east side Agamenticus river, southwest of John Allcocke [in <i>York</i> .]
80	Concerning the will of John Gooch, senior.
170	Concerning Phillip Atwell's consent to the bond signed by his wife to warrant Bray's title.
85	Confirming 1500 acres at <i>Black Point</i> , granted by Council for New England, and granting Stratton's islands.
6	4 acres meadow on Spruce creek, <i>Kittery</i> .

Date.	Grantor.	Grantee.	Instrument.
1643, July 15	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Peter Weare	Grant
1643, July 28	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Thomas Canny	Grant
1643, Mar. 1	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Thomas Withers	Deed
1644, Mar. 20	GORGES, Sir Ferdinando, by Richard Vines, steward general	Thomas Withers	Confirma- tion
1645, Nov. 20	GORGES, Sir Ferdinando, by Richard Vines, steward general	Richard Bankes Thomas Curtis Abraham Preble John Twisden	Grant
1672, Sept. 26	GORGES, Sir Ferdinando, by Thomas Gorges, deputy governor	Morgan Howell	Survey
1668, Mar. 15	GRANT, James	Makem Maken- tyre	Assignment
1672, Nov. 2	GRAVES, William	Richard Whitte	Bond
1669, Apr. 10	GREENLAND, Henry	William Broad	Deed
1671, May 24	GREENLAND, Henry	George Norton	Mortgage
1671, Sept. 28	GREENLAND, Henry	George Norton	Prom. note
1672,	GREENLAND, Henry	George Norton	Due bill
1672, Apr. 18	GREENLAND, Henry	Nic. Shapleigh William Bickeum	Mortgage
1672, Apr. 20	GREENLAND, Henry	Nic. Shapleigh Wm. Bickum	Bill of sale
1672, July 15	GREENLAND, Henry	Abraham Corbett	Deed

Folio.	Description.
179	2 acres marsh called Narrow neck, in <i>Gorgeana</i> .
109	3 acres marsh, near Anthony's point, <i>Piscataqua</i> .
6	400 acres on the northeast side of <i>Piscataqua</i> river, and two islands containing 280 acres.
3	600 acres at head of Spruce creek, <i>Kittery</i> , formerly granted by Thomas Gorges.
179	12 acres meadow in <i>Gorgeana</i> .
153	100 acres at <i>Cape Porpoise</i> . See Book I, part I, folio 29.
90	Of bill of sale.
144	Conditioned to pay £4, 8s.
71	100 acres in <i>Kittery</i> , formerly owned by George Palmer, with buildings.
96	One quarter of pink "Lenham."
192	For £60, 7s.
192	Barrel of mackerel.
116	Messuage at <i>Kittery</i> Point.
117	Half of pink "Santa Maria."
118	Quitclaim of premises conveyed by Corbett's deed on folio 89.

Date.	Grantor.	Grantee.	Instrument.
	GREENLAND, Henry, see Walter Barefoote		
1654, Aug. 4	GUNNISSON, Hugh	Richard Russell	Mortgage
1660, July 20	GUNNISSON, Sarah	William Seely William Rogers	Deed
1674, Oct. 14	GYDNEY [Gedney], Bartholomew	Henry Sayword	Lease
1667, Nov. 11	HAM, William et ux.	Nathaniel Fryer	Deed
1670, Feb. 11	HAMMOND, Jonathan	Israel Harding	Deed
1667, Feb. 26	HAMMONDS, William	Will. Symonds	Deed
1662, Apr. 29	HARBERT, Sylvester et ux.	Nathaniel Fryer	Deed
1670, Feb. 11	HARDING, Israel	Jona. Hammond	Deed
1673, July 1	HARKER, John	John Harker, jun.	Deed
1674, Nov. 17	HARKER, John	William Moore	Deed
1671, June 2	HARVY, Elizabeth	Thomas Brackett et ux.	Deed
1672, July 27	HARVIE, Elizabeth	Nathaniel Mitten	Deed
1674, June 12	HATCH, Patience, and Bryan Pendleton by James Pendleton, att'y	Jasper Pullman	Deed
	HATCH, Patience, see Henry Symson		
1668, Oct. 26	HATCH, Philip et ux.	Francis Johnson	Mortgage
	HAYWOOD, Robert, see James Gibbons		

Folio.	Description.
135	Messuage in <i>Kittery</i> .
83	Quitclaim of her interest in all but two acres of the neck of land on Spruce creek at the mouth of Crooked Lane, and in Grantus island, <i>Kittery</i> .
188	Half share in corn and saw mills at <i>Wescustogo</i> .
101	Houses, stages, flakes, &c., on Malaga island, <i>Isles of Shoals</i> , except Tobias Tylour's messuage.
92	Exchange of 100 acres at Stony brook for 200 acres at Myreland in <i>Wells</i> .
100	Four or five acres of sea wall near Drake's island in <i>Wells</i> .
109	30 acres of upland, marsh, and house formerly Francis Champnowne's, in <i>Kittery</i> .
93	Exchange of 200 acres at Myreland, for 100 acres at Stony brook, in <i>Wells</i> .
193	Island in <i>York</i> harbor and undivided fourth part of a tract on <i>York</i> river.
160	Harker's island, containing three acres, in <i>York</i> harbor.
132	Farm on <i>Falmouth</i> Neck, in consideration of grantor's maintenance during life.
123	Land on the Neck in <i>Falmouth</i> , and marsh at Barberry creek.
151	Quitclaim to messuage in <i>York</i> , formerly occupied by Philip Hatch, deceased.
99	5 acres on <i>York</i> river in <i>York</i> .

Date.	Grantor.	Grantee.	Instrument.
	HIGGON, see Mogg-Heig- gon		
	HILTON, Mannering, see Richard Whitte		
1670, Apr. 18	HODSDEN, Nicholas et ux.	Daniel Goodin	Deposition
1674, Dec. 3	HODSDEN, Nicholas et ux.	John Morrall et ux.	Deed
1672, July 26	HOLMS, Thomas	Christopher Car- penter	Deposition
	HOOD, Robin, see Robin-Hood		
1644, Oct. 10	HOOKE, William	John Gouch Peter Weare	Deed
1644, Oct. 18	HOOKE, William	John Gouch, jun.	Deed
1668, Mar. 15	HOOPER, Edward, notary public	John Bray et ux.	Certificate
1671, Nov. 19	HOULDRIDG, William	Thomas Holms	Due bill
167 $\frac{1}{2}$, Jan. 15	HOULDRIDG, William se- nior and William junior	Thomas Holms	Due bill
1666, June 16	HOWELL, Morgan	John Barrett	Deed
1666, Aug. 6	HUTCHINSON, Richard, by Eliakim Hutchinson	All persons	Caution
1675, Aug. 22	HUTCHINSON, Richard	William Phillips	Discharge
	JANE, the Indian, see Uphannum		
	JEFFERYS, see Gefferys		
167 $\frac{3}{8}$, Mar. 7	JENKINS [Jynkines], Reynold	Philadelphia Hayes	Deed

Folio.	Description.
79	Concerning gift of one quarter of mill [in <i>Kittery</i>] to Goodin by Thomas Spencer.
191	Messuage of 7 acres in <i>Kittery</i> on Birch Point brook.
116	Concerning John Legatt's debt to Carpenter.
178	20 acres each, at Little river near Cape Neddick beach in <i>Gor-geana</i> .
178	10 acres adjoining tract described above.
62	Of Joseph Couch's indenture of apprenticeship.
107	For £28, 10s. 3d.
127	For £12, to close all accounts.
81	60 acres at <i>Cape Porpoise</i> granted by George Cleeve, and 40 acres granted by the town.
7	To protect fourth interest in William Phillips's sawmill and 1000 acres in <i>Saco</i> .
182	Of mortgage recorded on folio 39.
187	Messuage of one acre at <i>Kittery</i> ; also $3\frac{1}{2}$ acres on the old road from Cold Harbor to Sturgeon creek, and half an acre of marsh.

Date.	Grantor.	Grantee.	Instrument.
1663, Jan. 1	JOCELYN, Henry et ux.	John Libby	Deed
1663, Jan. 1	JOCELYN, Henry et ux.	Anthony Roe	Deed
1666, July 16	JOCELYN, Henry	Joshua Scottow	Mortgage
1671, July 7	JOCELYN, Henry	Joshua Scottow	Livery
1661, Aug. 19	JOHN, sagamore of Ken- nebec	Thomas Wat- kings	Deed
1675, Feb. 5	JOHNSON, Benjamin	Francis Hooke	Mortgage
1657, June 11	JOHNSON, Edward	Peter Weare Chris. Rogers William Davis	Deposition
1669, Aug. 24	JOHNSON, Edward et ux.	John Carde	Deed
1670, Dec. 23	JOHNSON, James	Henry Sayword	Deed
1669, Jan. 10	JOHNSON, William et ux.	Isaac Everest	Deed
1666, Oct. 22	JONES [Joanes], Alexan- der	Thomas Withers	Deposition
1667, Feb. 7	JONES, Alexander	Thomas Crockett	Deposition
1673, June 3	JORDAN, Robert et ux.	Walter Gyndall	Deed
1670, June 30	KELLOND, Thomas	Capt. Champer- nown Nathaniel Fryer	Discharge
1663, July 24	KEMBLE, Thomas and Henry et uxx.	Edward Tinge	Deed
1672, Dec. 9	KEMBALL, Henry	Edward Creeke	Assignment

Folio.	Description.
138	Marsh and 50 acres of upland in <i>Scarborough</i> .
153	50 acres in <i>Scarborough</i> , adjoining John Libby.
6	1500 acres called <i>Black Point</i> , bounded south by Saco bay, west by Black Point river, and east by Spurwink brook, running one mile from mouth of brook, thence to nearest point of Black Point river; also Stratton's islands; 750 acres bordering on former tract; personal property and rentals.
98	Of above premises.
38	Tract extending from the high head on the westerly side of Merrymeeting bay a mile and a half up the river, thence to a brook, and a mile wide at the brook, with 20 acres of marsh on the other side of the river.
187	Messuage of 20 acres in <i>York</i> .
179	Concerning the livery of Narrow Neck marsh in <i>York</i> to Weare by Thomas Gorges, who granted at the same time two points of marsh next below to Rogers and Davis.
88	One acre of marsh in <i>York</i> , on the southwest side of York river above the parting.
159	Land and interest in water privilege in <i>Wells</i> .
164	15 acres in <i>York</i> , on the path to Sayword's mills.
23	Concerning grant to Withers on Spruce creek, in <i>Kittery</i> .
113	Concerning Bryan Pendleton's claim to Crockett's land.
133	50 acres on the east side of Spurwink river, in <i>Falmouth</i> .
121	Of caution recorded in Book I, part 1, folio 151.
46	Hog island in Casco bay.
166	Of interest in Richard Potts's promissory note.

Date.	Grantor.	Grantee.	Instrument.
1651, Apr. 8	KITTERY, town of	Humphrey Chadborne Thomas Spencer	Grant
1652, May 24	KITTERY, town of	Humphrey Chadborne	Grant
1652, May 24	KITTERY, town of	Thomas Withers	Grant
1652, May 24	KITTERY, town of	Humphrey Chadborne Thomas Spencer	Grant
1652, May 24	KITTERY, town of	Humphrey Chadborne	Grant
1654, June 19	KITTERY, town of	John White	Grant
1655, Dec. 4	KITTERY, town of	Ryse Tommass	Confirmation
1659, June 24	KITTERY, town of	Humphrey Chadborne	Grant
1659, Oct. 16	KITTERY, town of	Richard Tozier	Grant
1667, May 10	KITTERY, town of	William Seely	Grant
1672, Oct. 15	KITTERY, town of	John Wincoll	Survey
1672, Oct. 15	KITTERY, town of	Geo. Broughton	Survey
1672, Oct. 15	KITTERY, town of	John Broughton	Survey
1672, Oct. 15	KITTERY, town of	Elizabeth Broughton	Survey
1674, Oct. 8	KNIGHT, Ezekiel, junior KNIGHTS, Richard, see John Ridman	Samuel Storer	Deed
1658, Dec. 7	KNIGHT, Robert	Peter Weare	Deposition
1666, July 16	KNIGHT, Robert, and John Allcocke	James Mills	Deposition

Folio.	Description.
96	Tom Tinker's swamp and 500 pine trees in common, and 30 acres of meadow at Saco pond to Chadborne.
97	200 acres between Thomas Broughton and Richard Leader.
7	800 acres near head of Spruce creek, including 100 acres at Eagle point and 100 acres at Martin's cove.
97	Of pine trees in the swamp beyond Tom Tinker's.
97	100 acres adjoining his 30 acres of meadow.
108	20 acres on Crooked Lane.
2	Of a former grant of the neck southwest of Spruce creek.
97	100 acres adjoining grant of May 24, 1652.
40	60 acres adjoining William Pyle's lot above Salmon falls.
31	Land west of Spruce creek.
126	200 acres adjoining Andrew Searl's grant.
126	100 acres above Salmon falls, adjoining John Wincoll.
126	100 acres adjoining George Broughton.
126	100 acres adjoining John Broughton.
158	8 acres salt marsh on Webhannet river in Wells.
180	Concerning livery of Narrow Neck marsh, York, to Weare by Thomas Gorges.
5	Concerning Mill's parentage.

Date.	Grantor.	Grantee.	Instrument.
1671, July 13	LADBROOKE, Mary	John Wheelwright	Deposition
1666, July 7	LAMBE, John	Edward Start	Deed
1671, Nov. 19	LANCASTER, William	Thomas Holmes	Contract
[No date.]	LANCASTER, William	Thomas Holmes	Due bill
1672, May 13	LITTLEFEILD, Francis, senior	John Littlefeild, senior	Deed
1673, Feb. 23	LITTLEFEILD, Francis, senior, et ux.	John Manning	Deed
1664, May 22	LITTLEFEILD, Francis, junior, et ux.	John Gattensby	Deed
1673, Feb. 6	LITTLEFEILD, Francis, junior, et ux.	Peter Cloyse	Deed
1674, Feb. 5	LITTLEFEILD, Francis, junior	Meribah Littlefeild, wife, and ten children	Will
1661, Oct. 23	LITTLEFEILD, John et ux.	Samuel Austin	Deed
1669, Dec. 23	LITTLEFEILD, John, sen.	Francis Littlefeild, senior	Deed
	LITTLEFEILD, John, see John Wheelwright		
1664, Apr. 30	LITTLEFEILD, Thomas	John Gattensby	Deed
1671, Sept. 22	LOCKEWOOD, Richard et ux.	Simon Lynde	Deed
1672, Apr. 4	LOVERELL, John	Abraham Tillton	Indenture
1667, Apr. 29	MACKWORTH, Jane	Abraham Adams	Deed
1669, May 8	MADDIVER, Michael and Joel	Walter Gyndall [Gendall]	Deed

Folio.	Description.
102	Concerning the boundaries of his farm in <i>Wells</i> .
49	House and land in <i>Gorgeana</i> .
107	To build fence in payment for a horse.
107	For £4, 9s.
122	Share in saw mill, &c., at Ogunquit falls in <i>Wells</i> .
161	Five or six acres marsh at Ogunquit in <i>Wells</i> .
82	210 acres at Totnock and the Willows, in <i>Wells</i> .
149 ✓	Tract of upland on the west side of Webhannet river in <i>Wells</i> .
166 ✓	Land, mills and other property in <i>Wells</i> .
73 ✓	Home lot in <i>Wells</i> formerly owned by Thomas Warriner, with other lands granted to Littlefield by the town.
103 ✓	Half of timber rights and mill privilege at the upper falls of Ogunquit river, <i>Wells</i> .
82	210 acres of upland and marsh at Totnock and the Willows in <i>Wells</i> .
108	30 acres of upland, house, and meadow, formerly Francis Champernoon's, in <i>Kittery</i> .
129	Of apprenticeship.
27	Island opposite her house in <i>Falmouth</i> with 6 acres west and marsh east of Skitterygusset creek.
100	Exchanging plantation in <i>Scarborough</i> for John Guy's plantation at Papuding.

Date.	Grantor.	Grantee.	Instrument.
1669, July 14	MADIVER, Michael	Joel Madiver	Deed
1674, Sept. 16	MAISTERS, John	William Partridg	Indenture
1672, Apr. 6	MARSHALL, Robert	Francis Morgan	Due bill
1672, July 22	MARSHALL, Robert	John Bray	Due bill
1674, Sept. 16	MARSHALL, Robert	George Norton	Mortgage
1673, Dec. 10	MARTYNE, Dorothy	Robert Corbine	Deed
1664, May 3	MASON, Robert	Richard Nicolls	Power of attorney
1666, Nov. 20	MASON, Robert, by Richard Nicholls, attorney	Nicholas Shapleigh	Substitution
1671, Sept. 4	MAXWELL, Alexander et ux.	Michum Mackentyre	Deed
1658, June 29	MENDUM, Robert	Thomas Crockett	Deposition
1672, Dec. 18	MILLER, John	George Pearson	Receipt
1666, May 4	MILLS, James	James Grant	Deed
1665, Apr. 22	MICHELL, John, estate of, by Francis and Sarah Morgan, administrators	John Cutt	Deed
1665, Apr. 22	MICHELL, John, estate of by Francis and Sarah Morgan, administrators	John Cutt	Deed
1674, Oct. 5	MITTON, Nathaniel	Ric. Powsland	Deed
1664, May 31	MOGG-HEIGON, sagamore	William Phillips	Deed
1669, Apr. 20	MOORE, Daniel	Andrew Newcombe	Deed
1673, Aug. 25	MORGAN, Francis	Nicholas Shapleigh	Mortgage

Folio.	Description.
69	Farm at Papuding in <i>Falmouth</i> , bought of Walter Gendall.
159	Of apprenticeship.
167	£20, 13s. 5d. payable on demand.
167	£17, payable in September, 1672.
96	Of $\frac{1}{4}$ of the pink "Lenham."
183	Personalty and real property in <i>Falmouth</i> , subject to legacies of Richard Martyne and her support.
19	To manage his affairs in New England, with power of substitution.
21	Under above power of attorney.
104	Four or five acres in <i>York</i> , on which grantee's house stands.
1	Concerning acts of ownership by felling timber [on Spruce creek in <i>Kittery</i> .]
127	Of consideration for house and land at Jeremysquam bay.
3	2 acres meadow north of southwest branch of <i>York</i> river.
9	110 acres on Spruce creek in <i>Kittery</i> , between Goose creek and Marshy cove.
9	2 acres marsh near Braveboat harbor, <i>Kittery</i> , formerly belonging to John Lander.
183	50 acres in <i>Falmouth</i> , granted to Mitton by George Cleeve.
45	Tract between Saco river and Kennebunk river, from the seashore to Salmon falls in Saco river, about 15 miles above the mills at Saco falls.
162	Messuage of 6 acres at Emery's point in <i>Kittery</i> .
153	10 acres at Morgan's point in <i>Kittery</i> .

Date.	Grantor.	Grantee.	Instrument.
	MORGAN, Francis, see William West		
1673, May 12	MORRALL, John et ux.	Miles Tomson	Deed
1669, July 3	MOSES, John	Joseph Waker Thomas Crebar	Lease
1657, Jan. 23	MOWLTON, Thomas	Alex. Maxwell	Deed
[No date.]	NANNY, Robert		Deed
1659, June 14	NANUDDEMANCE, Indian	John Parker	Deed
	NEW ENGLAND COUNCIL, see Council for New England		
1664, Dec. 15	NICHODENAHANT, Quesemenecke and Obyhas, sagamores	George Davis	Deed
1671, May 24	NORTON, George	Walter Barefoote Henry Greenland Robert Marshall	Release
1671, Mar. 28	NUTTER, Hatevill	John Roberts, senior	Deed
	OBYHAS, sagamore, see Nichodenahant		
1673, Mar. 17	OLIVER, William	Wm. Goodhue	Mortgage
1663, Aug. 28	PALMER, George	Mr. Lyde	Deposition
1666, Oct. 15	PALMER, George et ux.	Henry Greenland	Deed
1661, Sept. 6	PALMER, William	Thomas Crockett	Deposition
1669, Aug. 24	PALMER, William	William King et ux.	Deed
1670, Apr. 21	PALMER, William	Peter Glanefeild	Deed

Folio.	Description.
141	Meadow on Black creek, <i>Kittery</i> , bought of Hatevill Nutter.
108	100 acres on Casco bay granted to Moses by George Cleeve and Richard Tucker.
113	Land in <i>York</i> , bought of John Allcocke.
107	Description, name of grantee, and date missing. Acknowledged June 3, 1663.
13	Tract bounded on the east by Sagadahoc river, from the first high head on the west side of the river to Winnegance creek, about six miles, and on the west by Casco bay.
8	4000 acres between Wiscasset bay and Montsweag bay and the Kennebec river, from the upper narrows of Sheepscot river to Jeremysquam river.
96	Of one-fourth of consideration for building the pink "Lenham," secured by former bond.
110	Three acres marsh in <i>Kittery</i> bought of Thomas Canny, senior.
149	House and 50 acres, half the grant by the town of <i>Kittery</i> to Charles Frost.
8	Concerning Walter Barefoote's sequestering chattels levied upon as Sylvester Harbert's.
101	100 acres in <i>Kittery</i> , bought of Walter Barefoote.
2	Concerning acts of ownership by clearing land on Spruce creek [in <i>Kittery</i> .]
151	16 or 18 acres in <i>Kittery</i> between the sea and the head of Mast cove.
123	12 acres in <i>Kittery</i> , in consideration of the care and bringing up of Palmer's daughter by Glanefeild.

Date.	Grantor.	Grantee.	Instrument.
167 $\frac{2}{3}$, Mar. 1	PALMER, William PARTRIDG, William, see John Maisters	Chris. Addams	Deed
1670, Dec. 29	PATY, Thomas	Henry Sayword	Deed
1670, June 19	PEARCE, John et ux. PECKETT, see Pickett	Makem Macken- tyre	Deed
1671, May 25	PENDLETON, Bryan PENDLETON, Bryan, see Patience Hatch	Joshua Moodey Richard Martin	Trust deed
1668, July 11	PENDLETON, James et ux.	Edward Bennet John Winsland	Deed
1669, Mar. 18	PENDLETON, James et ux.	William Oliver Benedict Oliver	Deed
1670, Jan. 1	PENEWELL, Joseph	Abraham Brown	Bill of sale
1674, Aug. 6	PHILLIPS, Nathaniel	John Powell	Deed
1652, Dec. 13	PHILLIPS, Thomas	John Smyth	Prom. note
1661, Oct. 1	PHILLIPS, William	Arthur Wormes- tall	Deed
1662, Nov. 28	PHILLIPS, William	John and Eliza- beth Allden	Deed
1663, Oct. 20	PHILLIPS, William	Nicholas Bully	Receipt
1664, May 4	PHILLIPS, William et ux.	Bryan Pendleton	Deed
1666, Feb. 18	PHILLIPS, William et ux.	Richard Russell	Deed
1667, Oct. 8	PHILLIPS, William	Roger Hill	Deed

Folio.	Description.
184	Palmer's point, on Piscataqua river in <i>Kittery</i> .
163	Interest in a mill privilege on Cape Porpoise river in <i>Wells</i> .
90	40 acres on the southwest side of Dummer's marsh, and two acres meadow on the southwest branch of York river, in <i>York</i> .
97	Messuage and other lands at Winter Harbor, <i>Saco</i> , with Wood island and Gibbons island, in trust for Pendleton Fletcher.
79	50 acres on Spruce creek in <i>Kittery</i> .
99	House, fishing stage and flake room on Smuttynose island, <i>Isles of Shoals</i> .
90	One sixteenth of the ship "True Dealing," of York.
169	Lands in <i>Saco</i> conveyed to grantor by William Phillips and described in folio 154.
173	To pay £10 in June, 1653.
124	Upland at Otter creek in <i>Saco</i> .
35	One fourth of saw mill and appurtenances at <i>Saco</i> falls.
25	£5 to satisfy two judgments and costs.
94	100 acres called West's point [in <i>Saco</i>] with 400 acres adjoining; also, Timber island at the mouth of Little river.
23	2000 acres north of Edward Tyng, running 2 miles along the southwest side of Saco river, above <i>Saco</i> falls.
36	Quitclaim to premises conveyed by Joseph Bolles to Peter Hill.

Date.	Grantor.	Grantee.	Instrument.
1667, Oct. 8	PHILLIPS, William	Roger Hill	Deed
1667, Mar. 7	PHILLIPS, William	Edward Tyng	Deed
1667, Mar. 8	PHILLIPS, William	Edward Tyng	Receipt
1667, Mar. 18	PHILLIPS, William et ux.	Ric. Hutchinson	Mortgage
1667, Mar. 18	PHILLIPS, William et ux.	Robert Pattishall	Deed
1675, June 14	PHILLIPS, William et ux.	Ric. Pattishall	Livery
1668, July 22	PHILLIPS, William et ux.	Ric. Hitchcock	Deed
1668, Sept. 20	PHILLIPS, William	Bridget Phillips	Deed
1669, May 7	PHILLIPS, William	John Leverett	Deed
1673, Apr. 24	PHILLIPS, William	Bryan Pendleton	Livery
1673, Aug. 13	PHILLIPS, William et ux.	Richard Russell	Deed
1673, Oct. 23	PHILLIPS, William et ux.	Wm. Hutchinson	Deed
1673, Dec. 27	PHILLIPS, William et ux.	Chris. Hobbs	Deed
1674, June 6	PHILLIPS, William	Humphrey War- rine	Lease
1674, July 1	PHILLIPS, William et ux.	Nath'l Phillips	Deed

Folio	Description.
37	Quitclaim to premises conveyed by Richard Vines to Jane Andrews.
47	1500 acres running one mile above Saco falls, on Saco river.
49	Of the consideration for the above conveyance.
39	Tract a mile long to contain 1000 acres, above Saco falls, northwest of Swan pond creek; also, a quarter of saw mill at Saco falls.
172	4000 acres on Saco river, to begin either at Governor Leverett's outer bounds or at Salmon falls and thence downward to Richard Russell's land.
173	Of above tract, located at Salmon falls.
124	Messuage, 10 acres woodland, marsh at Duck pond and Batter's island, in <i>Saco</i> , and land formerly William Scadlocke's in <i>Cape Porpoise</i> .
132	Life estate in grist mill at <i>Saco</i> falls.
65	Tract three miles square above Saco falls, on the west side of the river and north of Richard Russell.
168	
140	Tracts described in folio 94, and another tract in exchange for Cow island.
135	2500 acres west side of Saco river, beginning at Salmon falls and running a mile up the river, and one sixteenth of the Saco silver mines, containing about 500 acres.
181	Tract 4 miles broad with 137 perches front on <i>Saco</i> river, where the tide ebbs and flows, and 50 acres in Cranberry marsh.
182	Messuage and 300 acres, between Saco river and Davis brook, in <i>Saco</i> .
174	Land in <i>Saco</i> conveyed to Nathaniel Phillips, Sept. 18, 1668, lessee to account to said Nathaniel or his successors if any appear.
154	Parker's neck in <i>Saco</i> , and a tract extending a mile and a quarter on Saco river, between Bryan Pendleton and Christopher Hobbs, and running back from the river four miles.

Date.	Grantor.	Grantee.	Instrument.
1668, Nov. 13	PICKETT [Peckett], Christopher	John Budesert	Deed
1671, Apr. 18	PLAYSTEAD, Roger et ux. PLYMOUTH COUNCIL, see Council for New Eng- land	Geo. Broughton John Broughton	Deed
1670, Oct. 22	POMEROY, Richard	Thomas Daniell	Mortgage
1671, Nov. 10	POTTS, Richard	Edward Creeke	Prom. note
1672, Dec. 7	POTTS, Richard PUDINGTON, John, see Nicholas Cole	Henry Kemball Edward Creeke	Prom. note
1674, Nov. 2	PURRINGTON, John, and Mary Davess	John Penuill	Deed
1665, July 7	PYLE, Miles	Robert Haynes	Deed
1665, July 7	PILE, Miles QUESEMENECKE, saga- more, see Nichodena- hant	Robert Haynes	Bond
1668, Nov. 30	READMAN [Ridman], John, and Richard Knights	Peter Lewis	Deed
1671, July 6	READMAN, John RENALDS, William, see John Batson	Henry Sayword	Deed
1667, June 1	RENOLS, William, junior RIDMAN, see Readman	Francis Johnson	Mortgage
1667, Aug. 28	RISHWORTH, Edward	Richard Hardy	Deed
1675, Mar. 27	RISHWORTH, Edward et ux.	Job Allcocke	Deed

Folio.	Description.
55	Land in <i>Scarborough</i> conveyed to Pickett by Richard Foxwell.
96	3 acres adjoining Salmon falls mills in <i>Kittery</i> .
93	House, fishing stage, &c., on Hog island, <i>Isles of Shoals</i> .
166	For £7, 10s. payable on demand.
166	For £17, 11s. 2d. payable in six months and three days.
160	House lot in <i>York</i> .
4	Garden, house, &c., on Hog island, <i>Isles of Shoals</i> .
4	Conditioned to observe covenants in the above deed.
57	House, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .
162	50 acres in <i>York</i> , east of York river, and southeast of Mill creek, granted to Margaret Knight by Thomas Gorges.
99	205 acres in <i>Cape Porpoise</i> , adjoining William Renols, senior.
33	32 acres in <i>York</i> , at the mouth of the old Mill creek.
180	One acre adjoining Rishworth in <i>York</i> .

Date.	Grantor.	Grantee.	Instrument.
1660, May 29	ROBIN-HOOD, Terrum-quin and Weasomonascoe, sagamores, and Scawque and Abumhamen, Indians	Robert Gutch	Deed
1673, Jan. 19	ROBIN-HOODE, Derumquen, Abumhaman, Werumby and Robine, sagamores	Thomas Stephens	Deed
	ROBINE, see Robin-Hood		
1670, Sept. 7	ROBINSON, Francis	Henry Jocelyn	Deposition
1645, July 21	ROGERS, Christopher	John Gouch	Deed
1654, June 22	SACO, town of	Jane Andrews	Confirmation
1659, Aug. 27	SACO, town of	Thomas Rogers	Grant
1670, Oct. 21	SANDERS, John, senior, estate, by Ann Sanders, executrix, and Thomas Sanders	Andrew Alger	Deed
1673, Oct. 6	SANDERS, John et ux.	Bryan Pendleton	Deed
1669, July 7	SAYWORD, Henry	Edw. Rishworth	Deed
1672, June 20	SAYWORD, Henry	Robert Gibbs	Mortgage
1673, Sept. 2	SAYWORD, Henry	Simon Lynde	Mortgage
1674, Apr. 17	SAYWORD, Henry	Nathaniel Fryer	Mortgage
1674, Oct. 14	SAYWORD, Henry	Bartho. Gydney	Deed

Folio.	Description.
32	Tract on Kennebee river, over against Tuessicke [Nauseag], from the Point of Rocks upward to a point opposite to Winslow's rocks, including half the Winnegance meadows, and extending three miles into the land.
191	Tract on <i>Wescustogo</i> river, from the first falls to the head of the river, and in breadth two miles on each side of the river.
84	Concerning the bounds of Thomas Cammock's land at <i>Spruwink</i> .
179	Point of marsh on the south side of Agamenticus river in <i>Gorgeana</i> .
37	Of grant by Richard Vines.
27	15 acres at the rocks beyond Goosefare creek; also 150 acres upland, and 12 acres marsh east or northeast of Richard Cummines.
127	100 acres in <i>Cape Porpoise</i> , adjoining Simon Bussy.
139	100 acres in <i>Cape Porpoise</i> , southwest of Long cove.
67	Marsh above old mill site exchanged for Rishworth's marsh opposite Sayword's mill.
114	One square mile in <i>Wells</i> , between Cape Porpoise and Kennebunk rivers, with dwelling house and mill.
144	Half share in mills and lands at Mousam mills on Cape Porpoise river, in <i>Wells</i> .
148	370 acres on the southwest side of York river, granted to Sayword by the town of <i>York</i> .
189	Half share in mills at <i>Wescustogo</i> .

Date.	Grantor.	Grantee.	Instrument.
1674, Oct. 14	SAYWORD, Henry	Bartho. Gydney	Mortgage
1675, June 3	SAYWORD, Henry	Henry Brown	Deed
	SAYWORD, Henry, see Daniel Epps	James Oare	
1671, July 4	SCADLOCKE, Samuel	Will. Symonds	Execution
1673, May 23	SCADLOCKE, Samuel	Will. Symonds	Deed
1664, July 2	SCADLOCKE, William	Arthur Worme- stall	Deed
	SCAWQUE, see Robin-Hood		
1669, Aug. 24	SCOTTOW, Joshua	Peter Hinkeson	Deed
1666, Apr. 10	SEALY, William	William Harris	Deed
1669, Dec. 1	SEALY, William	Francis Wain- wright	Mortgage
1673, May 15	SEARES, John	James Lane	Deed
1667, Sept. 13	SEARLE, Andrew and Moses Spencer	Humphrey Chad- burne's heirs	Deposition
1667, Sept 14	SHAPLEIGH, Nicholas	Ann Godfrey	Bond
1674, Aug. 24	SHAPLEIGH, Nicholas et ux.	Francis Hooke	Deed
1664, Nov. 14	SHEERES, Jeremiah et ux.	Nathaniel Fryer	Deed
1669, May 7	SHEARS, Jeremy	Susannah Shears	Bill of sale
1667, Dec. 13	SHEPHARD, John	William Seely	Deed
1662, Feb. 23	SMALL, Francis	George Munjoy	Mortgage
1650, June 27	SMITH, John	Nicholas Bully	Agreement

Folio.	Description.
189	Remaining half share of mills at <i>Wescustogo</i> .
167	200 acres at Mousam in <i>Wells</i> .
137	One sixth of farm on Little river in <i>Cape Porpoise</i> .
137	Premises described above.
124	12 acres marsh on Little river in <i>Saco</i> .
154	10 acres marsh in <i>Scarborough</i> , near Pine Tree creek.
72	Messuage on Smuttynose island, <i>Isles of Shoals</i> .
79	Houses, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> ,
134	Redding's island, land on Mare Point neck, and 60 acres marsh formerly belonging to Thomas Redding, all in <i>Wescustogo</i> .
30	Attestation of Chadburne's will.
67	Conditioned to pay her £20 yearly for life.
155	Three acres and house built by Roger Russell at <i>Kittery</i> Point.
67	100 acres on the north side of Piscataqua river, granted to Sheeres by the town of <i>Kittery</i> .
70	Colt.
112	Messuage of 10 acres on Spruce creek, <i>Kittery</i> .
116	Land or housing at Ossipee and all Indian debts due Small.
11	Concerning the sale of Smith's plantation in <i>Saco</i> .

Date.	Grantor.	Grantee.	Instrument.
1650, July 21	SMYTH, John	Nicholas Bully	Deed
1662, June 5	SMYTH, John	Nicholas Bully	Receipt
1671, May 1	SMYTH, John	James Jackson	Deed
1674, July 6	SMYTH, John, senior	Edw. Rishworth	Assignment
1674, Oct. 23	SMYTH, John, senior	John Smyth, jun.	Deed
	SMYTH, James, see Richard Tozier		
	SPENCER, Moses, see Andrew Searle		
1669, May 26	SPENCER, Roger	Thomas Savage	Deed
1663, Oct. 20	SPENCER, Thomas et ux.	William Spencer	Deed
1667, Aug. 14	SPENCER, Thomas et ux.	Daniel Gooding	Deed
1669, Dec. 27	SPENCER, Thomas	William Spencer	Bill of sale
1672, June 17	SQUIRE, Bernard,	Thomas Crockett	Deposition
1666, Nov. 24	START, Edward et ux.	John Card	Deed
1674, Oct. 12	STEPHENS [Stevens], Thomas et ux.	Henry Sayword Bartho. Gydney	Deed
1674, Oct. 13	STEPHENS [Stevens], Thomas et ux.	William Ryall	Power of attorney
1670, Jan. 31	STORER, Joseph and Ben- jamin	Samuel Austine	Release
1671, Oct. 28	STORER, Jeremiah	Samuel Austine	Discharge

Folio.	Description.
10	Land [in <i>Saco</i>] sold to Smyth by Richard Vines, April 8, 1642, and Oct. 23, 1643.
11	For consideration for the above conveyance.
130	Tract adjoining Peter Weare in <i>York</i> , in exchange for 40 acres from Jackson on Cape Neddick river.
173	Thomas Phillips's promissory note.
159	House and 100 acres of upland, &c., in <i>York</i> , reserving a life estate therein.
63	One quarter of sawmill near the great falls on Saco river, and a tract bought of the Indians extending three miles up the river and three miles on either side.
175	Land at <i>Newichewannock</i> falls in <i>Kittery</i> , reserving a life estate in 8 acres of meadow at Willcocks pond.
31	Six acres in <i>Newichewannock</i> , <i>Kittery</i> .
80	Of timber in Tom Tinker's and Great swamps in <i>Kittery</i> .
113	Concerning Crockett's ownership of land on Spruce creek, <i>Kittery</i> .
49	Messuage and other land in <i>Gorgeana</i> . Wife signed Nov. 1, 1668.
190	Tract from <i>Wescustogo</i> falls to the head of the river, extending two miles on each side.
190	To deliver possession to Sayword and Gydney of the above premises.
91	Of claim to their father's estate, in consideration of conveyance of land, with agreement to winter cattle and furnish pasturage for the benefit of Austine and his wife, their mother.
121	Of all demands.

Date.	Grantor.	Grantee.	Instrument.
1674, Oct. 9	STORER, Samuel	Samuel Austine	Discharge
1669, June 19	SYMONS, Harlakenden	Henry Kemble [Kimble]	Deed
1670, Aug. 6	SYMONDS, Harlakenden	Thomas Estman	Deed
1667, Apr. 18	SYMMONS, John	William Hilton	Deed
1668, June 4	SYMONDS, John et ux.	John More	Deed
1669, July 23	SYMMONES, John et ux.	Thomas Spinney	Deed
1670, June 28	SYMMONS, John	Thomas Spinney	Discharge
1670, July 26	SYMONDS, Samuel	Thomas Estman	Deed
1674, Aug. 11	SYMSON, Henry	Patience Hatch	Agreement
1670, July 7	TAYLOUR, Tobias	Nathaniel Fryer	Deed
	TERRUMQUIN, see Robin-Hood		
1671, Sept. 21	THING, Jonathan	John Wheelwright	Deposition
	THOMAS, see Tommass		
1675, Oct. 8	THORNETON, Robert et ux.	Josiah Willes	Deed
1667, Jan. 28	THURLAY, Thomas	Thomas Wells, junior	Deed
1672, April 4	TILLTON, Abraham	Ezekiel Knightt	Receipt
1672, Mar. 8	TILLTON, Abraham et ux.	Miles Tomson, senior Israel Hodgsden	Deed
1672, Nov. 23	TOMMASS, Rice	Nic. Shapleigh	Deed
1668, Apr. 23	TOZIER, Richard	James Smyth	Agreement

Folio.	Description.
158	Of all demands.
75	600 acres in tract north of Cape Porpoise, between William Phillips and George Farrow.
95	100 acres west of Kennebunk river, part of tract bought of John Bush and Peter Turbutt.
33	Homestead in <i>Kittery</i> .
57	20 acres at Great cove, <i>Kittery</i> .
143	20 acres in the tract granted to Daniel Paul, Christian Ramacke and others by the town of <i>Kittery</i> .
143	Of all demands.
95	150 acres at <i>Coxhall</i> , part of 1000 acres conveyed to him by Harlakenden Symonds.
155	As to her occupancy of his land in <i>York</i> .
81	Messuage on Malaga island, <i>Isles of Shoals</i> .
104	Concerning bounds of Whelewright's land in <i>Wells</i> .
186	Quitclaim to Chepeag, or Merry's island [in Casco bay.]
140	200 acres upland and 42 acres marsh in <i>Wells</i> .
130	For £10 on account of John Loverell, apprentice.
141	40 acres upland, with meadow, granted to Renald Junkines by the town of <i>Kittery</i> .
156	Messuage at Braveboat harbor in <i>Kittery</i> .
40	Fixing dividing line of farms in <i>Kittery</i> .
41	

Date.	Grantor.	Grantee.	Instrument.
1659, Aug. 16	TURNER, Thomas	George Walton	Mortgage
1674, July 4	TURNER, Thomas et ux.	Peter Staple	Deed
1659, Sept. 19	UPHANNUM, <i>alias</i> Jane the Indian	Andrew Alger Arthur Alger	Deposition
1674, June 12	UPHANNUM, <i>alias</i> Jane	Andrew Alger Arthur Alger	Deposition
1672, Feb. 28	VEASY, George et ux.	John Wincoll	Deed
1639, Aug. 1	VINES, Richard	Jane Andrews	Deed
1642, Apr. 8	VINES, Richard	John Smyth	Deed
1643, Oct. 23	VINES, Richard	John Smyth	Deed
1666, July 16	WADLEYGH, Robert	Henry Greene- land	Deed
1671, Aug. 15	WALKER, Isaac	John Smith	Deposition
[No date.]	WALTON, George	Francis Champer- nown	Discharge
1674, June 6	WARRINE, Humphrey	Nath'l Phillips	Covenant
1673, Apr. 10	WATTS, Henry	Ralph Allison	Deed
1650, Mar. 16	WEARE, Peter	John Gooch	Deed
1650, Mar. 16	WEARE, Peter	John Gooch	Deed
1658, Dec. 7	WEARE, Peter	Christo. Rogers William Davis	Deposition
167 $\frac{3}{4}$, Mar. 11	WEARE, Peter, senior, et ux.	James Jackson	Deed
1675, June 16	WEARE, Peter, senior, et ux.	James Jackson	Deed
	WEASOMONASCOE, see Robin-Hood		

Folio.	Description.
38	20 acres northeast of C. Ramacke in <i>Kittery</i> .
155	Farm in <i>Kittery</i> adjoining Richard Miller and John Symonds.
113	Concerning the sale of a tract on Blue Point river in <i>Scarborough</i> to the Algers, in 1651, by the deponent, her mother and her brother jointly.
154	That the tract described above was conveyed to the Algers, their heirs, executors, administrators and assigns, forever.
128	50 acres granted Veasy by the town of <i>Kittery</i> .
36	100 acres west of Saco river, adjoining William Scadlocke.
10	100 acres [in <i>Saco</i>] on the south side of Saco river.
10	Land between that above granted and Thomas Williams.
43	Dwelling and brewhouse at <i>Kittery</i> point, on land purchased of Nicholas Shapleigh.
173	Witnessing Thomas Phillips's promissory note.
186	Of mortgage recorded in fol. 37.
174	To account for rents collected.
148	Half of Watts's farm and mill in <i>Scarborough</i> .
177	Land in <i>Agamenticus</i> sold to Weare by John Allcocke.
179	Marsh in <i>Agamenticus</i> granted Weare by Gorges.
180	Concerning a grant of marsh in <i>York</i> , on the southwest branch of York river, by Thomas Gorges.
147	12 acres of meadow, more or less, on the northwest side of Wells path in <i>York</i> .
172	Strip of upland adjoining Jackson's land at Cape Neddick in <i>York</i> .

Date.	Grantor.	Grantee.	Instrument.
1659, Dec. 7	WELLS, town of	Rob't Wadleigh Francis Littlefeild, junior Thos. Littlefeild Thomas Mills	Grant
1667, May 24	WELLS, town of	John Wheelwright	Survey
1668, Apr. 20	WELLS, town of WERUMBY, see Robin-Hood	Joseph Cross	Grant
1671, Nov. 10	WEST, William	Francis Morgan	Contract
1666, June 19	WHARFE, Nathaniel et ux.	Francis Neale	Deed
1671, July 6	WHEELEWRIGHT, John	John Littlefeild	Agreement
1671, July 6	WHEELEWRIGHT, John	John Littlefeild Francis Littlefeild, senior	Deed
1667, Dec. 2	WHITE, John et ux.	George Lidden	Assignment
1669, June 24	WHITTE, John	Thomas Crockett	Deposition
1670, May 9	WHITT, John et ux.	George Lidden	Deed
1667, Nov. 25	WHITTE, Nicholas	John Wallis	Deed
1667, Nov. 25	WHITTE, Nicholas	John Wallis	Receipt
1672, Aug. 20	WHITTE, Nicholas, estate by William Haynes	John Wallis	Receipt
1673, July 17	WHITTE, Nicholas, estate by William Haynes	John Wallis	Discharge
1667, June 4	WHITTE, Richard and Arthur Beale Mannering Hilton	Francis Johnson	Mortgage
1662, June 14	WILLIAMS, Thomas	Arthur Wormestall	Deed

Folio.	Description.
82	Marsh at Totnock and the Willows and 200 acres apiece of adjacent upland.
40 41	Tract granted by Henry Boad and Edward Rishworth, commissioners.
110	150 acres at Ogunquit river, between Thomas Littlefeild and Mr. Wheelwright.
138	For labor in payment for medical treatment.
82	Quitclaim to property sold to Neale by Jane Mackworth.
102	Composing differences about a mill privilege on Ogunquit river in <i>Wells</i> .
104	Mill privilege and timber rights granted by the General Court of Maine, Oct. 15, 1650.
108	Of grant by town of <i>Kittery</i> , on Crooked Lane.
113	Concerning Captain Pendleton's claim to Crockett's land in <i>Kittery</i> .
107	20 acres with house on Crooked Lane, <i>Kittery</i> .
181	Plantation at Papoding in <i>Falmouth</i> .
181	Part payment of consideration of above conveyance.
181	Further payment of consideration of above conveyance.
181	Last payment of consideration of above conveyance.
33	Homesteads in <i>York</i> and other property.
125	Half of messuage of 120 acres at Winter Harbor, <i>Saco</i> .

Date.	Grantor.	Grantee.	Instrument.
1662, June 23	WILLIAMS, Thomas	Arthur Worme- stall	Bond
1671, May 31	WINCOLL, John	Benoni Hodgden	Deed
1674, June 16	WINCOLL, John	Nic. Hodgsden	Deed
1674, July 21	WINCOLL, John	Moses Woster	Deed
1668, Nov. 5	WINSLAND, John and Edward Bennet	John More, jun.	Deed
1666, Apr. 4	WITHERS, Thomas	John Fennick	Deed
1667, Apr. 20	WITHERS, Thomas	John Ball	Deed
1671, Apr. 25	WITHERS, Thomas	Sarah Withers John Shapleigh	Deed
1671, July 24	WITHERS, Thomas	Mary Withers Elizabeth Withers	Deed
1672, Nov. 1	WITHERS, Thomas et ux.	John Hoole	Deed
1673, Nov. 12	WITHERS, Thomas	William Addams	Deed
1674, Feb. 4	WITHERS, Thomas	Elizabeth Withers	Deed
1675, July 7	WITHERS, Thomas	Enoch Hutchines	Deed
1673, Sept. 17	WITTUM, Peter et ux.	Nic. Hodgsden	Deed
1673, Sept. 17	WITTUM, Peter et ux.	Nic. Hodgsden	Deed
1653, July 1	YORK, town of	Abraham Preble	Survey
1659, Jan. 30	YORK, town of	Abraham Preble	Survey
1663, July 24	YORK, town of	George Snell	Grant
1665, Oct. 11	YORK, town of	George Snell	Allotment

Folio.	Description.
126	Covenanting to warrant above premises.
97	50 acres on the river that parts Dover and Kittery, being half of grant to Wincoll from the town of <i>Kittery</i> .
161	Messuage of 30 acres at Birch cove in <i>Kittery</i> .
188	200 acres in <i>Kittery</i> , on the great river above Salmon falls.
58	50 acres on Spruce creek, <i>Kittery</i> .
2	12 acres on Spruce creek, <i>Kittery</i> , adjoining Pine point.
70	12 acres on Spruce creek, <i>Kittery</i> , at Eagle point.
156	Half of farm at Oak point on Spruce creek, and half of grantor's homestead after his decease.
133	Island between Strawberry bank and his house in <i>Kittery</i> , reserving houselot for James Heard.
128	70 acres on Spruce creek, <i>Kittery</i> , adjoining Hoole's land.
141	4 acres on Spruce creek, <i>Kittery</i> .
184	18 acres at Eagle point, Spruce creek, and half of houselot in <i>Kittery</i> , subject to life estates; also bill against town for £22.
176	Land on Spruce creek, <i>Kittery</i> .
137	40 acres in <i>Kittery</i> , granted to Wittum by the town.
137	2 acres included in the town grant to Wittum and reserved in the conveyance described above.
178	Four parcels of marsh granted by town in 1646.
179	20 acres bought by him of John Gouch, on the southwest side of Little river.
2	Land to be allotted.
2	10 acres of upland and small parcels of marsh southeast of Gorges creek.

Date.	Grantor.	Grantee.	Instrument.
1665, Dec. 23	YORK, town of	Giles Berry	Confirmation
1665, Mar. 2	YORK, town of	Henry Sayword	Grant
1671, Jan.	YORK, town of	Abraham Preble	Grant
1674, Apr. 13	YORK, town of	Benj. Whitney	Grant

Folio.	Description.
74	Home lot formerly granted, adjoining Richard White.
165	370 acres on York river, 170 acres near Scituate marsh, an extension of his home lot and privilege of cutting pine timber, in payment for building meeting-house.
110	45 acres on the seashore and 10 acres on Little river, adjoining lands previously owned by Preble.
169	10 acres adjoining Henry Sayword.

INDEX OF

Date.	Grantee.	Grantor.	Instrument.
1667, Apr. 29	ADDAMS, Abraham	Jane Mackworth	Deed
1668, Mar. 1	ADDAMS, Christopher	Nathaniel Fryer et ux.	Deed
1674, Mar. 1	ADDAMS, Christopher	William Palmer	Deed
1673, Nov. 12	ADDAMS, William	Thomas Withers	Deed
1659, Sept. 19	ALGER, Andrew and Arthur	Jane the Indian, <i>alias</i> Uphannum	Deposition
1674, June 12	ALGER, Andrew and Arthur	Jane <i>alias</i> Uphannum	Deposition
1670, Oct. 21	ALGER, Andrew	Estate of John Sanders, senior, by Ann Sanders, executrix, and Thos. Sanders	Deed
1675, Mar. 27	ALLCOCKE, Job	Edward Rish- worth et ux.	Deed
1642, Mar. 16	ALLCOCKE, John	Edward Godfrey	Deed
1662, Nov. 28	ALLDEN, John and Elizabeth	William Phillips	Deed
1673, Apr. 10	ALLISON, Ralph	Henry Watts	Deed
[No date.]	AMERIDITH, John	John Cutt et ux.	Deed
1639, Aug. 1	ANDREWS, Jane	Richard Vines	Deed
1654, June 22	ANDREWS, Jane	Town of Saco	Confirma- tion

GRANTEES.

Folio.	Description.
27	Island opposite her house in <i>Falmouth</i> with 6 acres west and marsh east of Skitterygusset creek.
68	100 acres in <i>Kittery</i> , formerly owned by Jeremiah Sheeres.
184	Palmer's point, on Piscataqua river in <i>Kittery</i> .
141	4 acres on Spruce creek, <i>Kittery</i> .
113	Concerning the sale of a tract on Blue Point river in <i>Scarborough</i> to the Algers, in 1651, by the deponent, her mother and her brother jointly.
154	That the tract described above was conveyed to the Algers their heirs, executors, administrators and assigns, forever.
127	100 acres in <i>Cape Porpoise</i> , adjoining Simon Bussy.
180	One acre adjoining Rishworth in <i>York</i> .
176	10 acres upland and a parcel of swamp in <i>Agamenticus</i> , on the east side of the river, adjoining Abraham Preble.
35	One fourth of saw mill and appurtenances at <i>Saco</i> falls.
148	Half of Watts's farm and mill in <i>Scarborough</i> .
105	Messuage in <i>Kittery</i> , bought of Elizabeth Dustine.
36	100 acres west of Saco river, adjoining William Seadlocke.
37	Of grant by Richard Vines.

Date.	Grantee.	Grantor.	Instrument.
	ANGER, Samson, see Henry Donell		
1661, Oct. 23	AUSTIN, Samuel	John Littlefeild et ux.	Deed
1670, Jan. 31	AUSTINE, Samuel	Joseph Storer Benjamin Storer	Release
1671, Oct. 28	AUSTINE, Samuel	Jeremiah Storer	Discharge
1674, Oct. 9	AUSTINE, Samuel	Samuel Storer	Discharge
	BALDWIN, see Bawldin		
1667, Apr. 20	BALL, John	Thomas Withers	Deed
1645, Nov. 20	BANKES, Richard, and Thomas Curtis Abraham Preble John Twisden	Sir Ferdinando Gorges by Richard Vines	Grant
1671, May 24	BAREFOOTE, Walter, and Henry Greenland Robert Marshall	George Norton	Release
	BAREFOOTE, Walter, see Henry Greenland		
1666, June 16	BARRETT, John	Morgan Howell	Deed
1670, Apr. 27	BARRETT, John	John Bush et ux.	Deed
1670, June 13	BARRETT, John	William Cole	Deposition
1672, Dec. 7	BATSON, Stephen	Town of Cape Porpoise	Survey
1675, Nov. 25	BAWLIDIN, Isabella	Humphrey Case	Deed
1674, Nov. 9	BEALE, Arthur	John Frost, sen.	Deed

Folio.	Description.
73	Home lot in <i>Wells</i> formerly owned by Thomas Warriner, with other lands granted to Littlefield by the town.
91	Of claim to their father's estate, in consideration of conveyance of land, with agreement to winter cattle and furnish pasturage for the benefit of Austine and his wife, their mother.
121	Of all demands.
158	Of all demands.
70	12 acres on Spruce creek, <i>Kittery</i> , at Eagle point.
179	12 acres meadow in <i>Gorgeana</i> .
96	Of one-fourth of consideration for building the pink "Lenham," secured by former bond.
81	60 acres at <i>Cape Porpoise</i> granted by George Cleeve, and 40 acres granted by the town.
94	10 acres marsh bought of R. Willine, south of Little river, <i>Cape Porpoise</i> .
81	Concerning Morgan Howell's deed to Barrett.
129	25 acres marsh and 18 acres upland, at Little river.
185	50 acres on Saco river, granted by the town of <i>Saco</i> .
160	Tract on York river near the mouth of <i>York</i> harbor.

Date.	Grantee.	Grantor.	Instrument.
1668, July 11	BENNET, Edward, and John Winsland	James Pendleton et ux.	Deed
1665, Dec. 23	BERRY, Giles BICKEUM [Bickum], Wil- liam, see Nicholas Shapleigh BONIGHTON, Richard, see Thomas Lewis	Town of York	Confirma- tion
1672, Aug. 26	BOOTH, Simon	Robert Booth, senior	Deed
1671, June 2	BRACKETT, Thomas et ux.	Elizabeth Harvy	Deed
1662, Mar. 20	BRAY, John	Joseph Couch	Indenture
1666, Nov. 20	BRAY, John	Job Allcocke	Deed
1668, Mar. 15	BRAY, John et ux.	Edward Hooper, notary public	Certificate
1672, July 22	BRAY, John	Robert Marshall	Due bill
1675, Apr. 6	BRAY, John	John Andrews Joan Attwell	Deed
1675, Apr. 8	BRAY, John	John Andrews Joan Attwell	Deed
[No date]	BRAY, John	Andrews John Joan Attwell	Bond
1675, Apr. 8	BRAY, John	Jere. Goodridg	Deposition
1669, Apr. 10	BROAD, William	Henry Greenland	Deed
1672, Oct. 15	BROUGHTON, Elizabeth	Town of Kittery	Survey

Folio.	Description.
79	50 acres on Spruce creek in <i>Kittery</i> .
74	Home lot formerly granted, adjoining Richard White.
126	Messuage of 6 acres at Winter Harbor, <i>Saco</i> .
132	Farm on <i>Falmouth</i> Neck, in consideration of grantor's maintenance during life.
62	Of apprenticeship.
11	12 acres adjoining Bray's lot in <i>Kittery</i> .
62	Of Joseph Couch's indenture of apprenticeship.
167	£17, payable in September, 1672.
172	Three acres marsh adjoining Bray's marsh at Braveboat harbor, <i>Kittery</i> .
170	14 rods of marsh adjoining above.
169	Covenanting to warrant title of land conveyed April 6, 1675.
170	Concerning Phillip Atwell's consent to the bond signed by his wife to warrant Bray's title.
71	100 acres in <i>Kittery</i> , formerly owned by George Palmer, with buildings.
126	100 acres adjoining John Broughton.

Date.	Grantee.	Grantor.	Instrument.
1671, April 18	BROUGHTON, George and John	Roger Playstead et ux.	Deed
1672, Oct. 15	BROUGHTON, George	Town of Kittery	Survey
1674, Mar. 23	BROUGHTON, George	Nic. Frost et ux.	Deed
1672, Oct. 15	BROUGHTON, John	Town of Kittery	Survey
1670, Jan. 1	BROWN, Abraham	Joseph Penewell	Bill of sale
1675, June 3	BROWN, Henry, and James Oare	Henry Sayword	Deed
1666, Feb. 13	BRYAN, Thomas, or Peter Oliver	John Batson Wm. Renalds	Deposition
1668, Nov. 13	BUDESERT, John	Chris. Pickett	Deed
1650, June 27	BULLY, Nicholas	John Smith	Agreement
1650, July 21	BULLY, Nicholas	John Smyth	Deed
1662, June 5	BULLY, Nicholas	John Smyth	Receipt
1663, Oct. 20	BULLY, Nicholas	William Phillips	Receipt
1631, Nov. 1	CAMMOCK, Thomas	Council for New England	Patent
1633, May 23	CAMMOCK, Thomas	Council for New England, by Walter Neale	Livery
1640, Mar. 15	CAMMOCK, Thomas	Sir Ferdinando Gorges	Deed
1643, July 28	CANNY, Thomas	Sir Ferdinando Gorges, by Thos. Gorges, dep. governor	Grant
1666, Nov. 24	CARD, John	Edw. Start et ux.	Deed

Folio.	Description.
96	3 acres adjoining Salmon falls mills in <i>Kittery</i> .
126	100 acres above Salmon falls, adjoining John Wincoll.
175	60 acres adjoining the Commons in <i>Kittery</i> .
126	100 acres adjoining George Broughton.
90	One sixteenth of the ship "True Dealing," of York.
167	200 acres at Mousam in <i>Wells</i> .
146	Concerning land sold by Batson to Oliver.
55	Land in <i>Scarborough</i> , conveyed to Pickett by Richard Foxwell.
11	Concerning the sale of Smith's plantation in <i>Saco</i> .
10	Land [in <i>Saco</i>] sold to Smyth by Richard Vines, April 8, 1642, and Oct. 23, 1643.
11	For consideration for the above conveyance.
25	£5 to satisfy two judgments and costs.
87	1500 acres on the east side of <i>Black Point</i> river.
84	Of the lands described above.
85	Confirming 1500 acres at <i>Black Point</i> , granted by Council for New England, and granting Stratton's islands.
109	3 acres marsh, near Anthony's point, <i>Piscataqua</i> .
49	Messuage and other land in <i>Gorgeana</i> . Wife signed Nov. 1, 1668.

Date.	Grantee.	Grantor.	Instrument.
1668, Aug. 23	CEARD, John	Samson Anger et ux.	Deed
1669, Aug. 24	CARDE, John	Edward Johnson et ux.	Deed
1672, July 16	CARPENTER, Christopher	Samuel Donnell	Deposition
1672, July 26	CARPENTER, Christopher	Thomas Holms	Deposition
1651, Apr. 8	CHADBORNE, Humphrey, and Thomas Spencer	Town of Kittery	Grant
1652, May 24	CHADBORNE, Humphrey, and Thomas Spencer	Town of Kittery	Grant
1652, May 24	CHADBORNE, Humphrey	Town of Kittery	Grant
1652, May 24	CHADBORNE, Humphrey	Town of Kittery	Grant
1659, June 24	CHADBORNE, Humphrey	Town of Kittery	Grant
1667, May 25	CHADBURNE, Lucy, and other legatees	Humphrey Chad- burne	Will
1667, Sept. 13	CHADBURNE, Lucy, and other legatees	Andrew Searle Moses Spencer	Deposition
1670, June 30	CHAMPERNOWN, captain, and Nathaniel Fryer	Thomas Kellond	Discharge
1672, June 10	CHAMPERNOWNE, Francis	EphraimCrockett	Deposition
[No date.]	CHAMPERNOWNE, Francis	George Walton	Discharge
1669, June 19	CHELSON, William	Walsingham Chelson	Deed
1673, Feb. 6	CLOYSE, Peter	Francis Little- feild, junior, et ux.	Deed
1675, June 30	CLOYSE, Thomas et ux.	JohnCloyse et ux.	Deed

Folio.	Description.
51	An acre of marsh on the southwest branch of York river in <i>York</i> .
88	One acre of marsh in <i>York</i> , on the southwest side of York river above the parting.
116	Concerning John Legatt's debt to Carpenter.
116	Concerning John Legatt's debt to Carpenter.
96	Tom Tinker's swamp and 500 pine trees in common, and 30 acres of meadow at Saco pond to Chadborne.
97	Of pine trees in the swamp beyond Tom Tinker's.
97	200 acres between Thomas Broughton and Richard Leader-
97	100 acres adjoining his 30 acres of meadow.
97	100 acres adjoining grant of May 24, 1652.
27	Land at Sturgeon creek and land, mills and houses at New ichewannock, in <i>Kittery</i> .
30	Attestation of Chadburne's will.
121	Of caution recorded in Book I, part 1, folio 151.
118	Concerning Abraham Corbett's sale of 10 acres in <i>Kittery</i> to Champernowne.
186	Of mortgage recorded in fol. 37.
69	House, farm, and all other property at Winter Harbor, <i>Saco</i> .
149	Tract of upland on the west side of Webhannet river in <i>Wells</i> .
174	60 acres with houses between Well cove and Round cove in <i>Falmouth</i> .

Date.	Grantee.	Grantor.	Instrument.
1667, Apr. 16	CORBETT, Abraham	EphraimCrockett	Deed
1667, May 29	CORBETT, Abraham	Thomas Crocket et ux.	Deed
1669, May 31	CORBETT, Abraham	Francis Champer- nowne	Deed
1672, July 15	CORBETT, Abraham	Henry Greenland	Deed
1673, Dec. 10	CORBINE, Robert	Dorothy Martyne	Deed
1666, Oct. 23	COWES, Michael, junior CREBAR, Thomas, see Joseph Waker	John Ceard et ux.	Assignment
1671, Nov. 10	CREEKE, Edward	Richard Potts	Prom. note
1672, Dec. 9	CREEKE, Edward, CREEKE, Edward, see Henry Kemball	Henry Kemball	Assignment
1658, June 29	CROCKETT, Thomas	Robert Mendum	Deposition
1658, June 30	CROCKETT, Thomas	Nicholas Frost	Deposition
1660, Feb. 25	CROCKETT, Thomas	Joan Andrews	Deposition
1661, Sept. 6	CROCKETT, Thomas	William Palmer	Deposition
1661, Oct. 4	CROCKETT, Thomas	Richard Burgess	Deposition
1662, Apr. 16	CROCKETT, Thomas	Nicholas Frost	Deposition
1667, Feb. 7	CROCKETT, Thomas	Alexander Jones	Deposition
1669, June 24	CROCKETT, Thomas	John Whitte	Deposition
1672, June 17	CROCKETT, Thomas	Bernard Squire	Deposition

Folio.	Description.
76	6 acres on the north side of <i>Kittery</i> Point.
74	House and 2½ acres at <i>Kittery</i> Point.
78	84 acres on Spruce creek in <i>Kittery</i> , adjoining Thomas Crockett.
118	Quitclaim of premises conveyed by Corbett's deed in folio 89.
183	Personalty and real property in <i>Falmouth</i> , subject to legacies of Richard Martyne and her support.
64	Of a sublease of a messuage in Devonshire, England.
166	For £7, 10s. payable on demand.
166	Of interest in Richard Potts's promissory note.
1	Concerning acts of ownership by felling timber [on Spruce creek in <i>Kittery</i> .]
1	Concerning possession of neck of land on north side of Spruce creek.
1	Concerning acts of ownership by clearing land, &c., on Spruce creek.
2	Concerning acts of ownership by clearing land on Spruce creek.
2	Concerning grant to Crockett by Gorges of neck on Spruce creek.
1	Concerning Thomas Gorges's gift of same tract.
113	Concerning Bryan Pendleton's claim to Crockett's land.
113	Concerning Captain Pendleton's claim to Crockett's land in <i>Kittery</i> .
113	Concerning Crockett's ownership of land on Spruce creek, <i>Kittery</i> :

Date.	Grantee.	Grantor.	Instrument.
1668, Apr. 20	CROSS, Joseph	Town of Wells	Grant
1675, Feb. 7	CROSS, Joseph	John Barrett et ux.	Deed
	CURTIS, Thomas, see Richard Banks		
1665, Apr. 22	CUTT, John	Estate of John Michell by Francis and Sarah Morgan, administrators	Deed
1665, Apr. 22	CUTT, John	Estate of John Michell, by Francis and Sarah Morgan, administrators	Deed
1670, Oct. 22	DANIELL, Thomas	Richard Pomoroy	Mortgage
1673, Sept. 23	DAVESS, John	Samson Anger	Deed
1664, Dec. 15	DAVIS, George	Nichodenahant Quesemenecke Obyhas sagamores	Deed
	DAVIS, William, see Christopher Rogers Peter Weare		
	DEAMAN, Andrew, see Henry Mayne		
1674, Aug. 26	DEANE, Thomas,	Nathaniel Fryer	Mortgage
1658, July 20	DONELL, Henry	Richard Collicatt	Deed
1659, Nov. 14	DONELL, Henry, and Samson Anger	Ann Godfrey	Deed
1660, Apr. 2	DONELL, Sarah and Margaret	Ann Godfrey	Deed

Folio.	Description.
110	150 acres at Ogunquit river, between Thomas Littlefield and Mr. Wheelewright.
186	2 acres marsh on Webhannet river in <i>Wells</i> .
9	110 acres on Spruce creek in <i>Kittery</i> , between Goose creek and Marshy cove.
9	2 acres marsh near Braveboat harbor, <i>Kittery</i> , formerly belonging to John Lander.
93	House, fishing stage, &c., on Hog island, <i>Isles of Shoals</i> .
139	Land in <i>York</i> , formerly belonging to Rice Kerlogon [Cado-gan.]
8	4000 acres between Wiscasset bay and Montsweag bay and the Kennebec river, from the upper narrows of Sheepscot river to Jeremysquam river.
157	Champernowne's island and small islands adjacent, in <i>Kittery</i> .
103	Two acres marsh and 100 acres upland originally granted to William Davess by Thomas Gorges, all in <i>York</i> .
160	20 acres south of York river, near the harbor mouth in <i>York</i> .
42	An island occupied by Henry Donell for fishing and half of the Great island, in <i>York</i> .

Date.	Grantee.	Grantor.	Instrument.
1671, Oct. 10	DRAKE, Abraham, and Benjamin Swett Henry Green	Walter Barefoote Henry Greenland	Execution
1667, Nov. 18	DYAMENT, William	John Dyement	Deed
1671, July 6	DYAMENT, William	Rowland Flansell	Deposition
	EASTMAN, see Estman		
1662, Mar. 29	EDGECOME, Nicholas	James Gibbons et ux. Robert Haywood	Deed
1650, July 15	EMERY, Anthony	Joseph Austine	Deed
1663, Oct. 1	EMERY, James	Anthony Emery	Deed
1673, Sept. 24	EMERY, James	Anthony Emery	Release
1670, July 26	ESTMAN, Thomas	Samuel Symonds	Deed
1670, Aug. 6	ESTMAN, Thomas	Harlakenden Sy- monds	Deed
1669, Jan. 10	EVEREST, Isaac	William Johnson et ux.	Deed
1672, July 18	FABINES, John, and Francis Wanewright	Abraham Corbett	Mortgage
1666, Apr. 4	FENNICK, John	Thomas Withers	Deed
	FERNALD, see Furnald		
1674, Jan. 8	FERNALD, Samuel	John Cutt	Deed
	FORGISSON [Ferguson], Daniel, see William Furbush		
1672, Apr. 3	FROST, Charles	Joseph Bolles et ux.	Deed

Folio.	Description.
121	£20 and costs levied on land at <i>Kittery</i> Point for £12, and on goods and Greenland's person for balance.
113	Messuage of 10 acres on Crooked Lane, <i>Kittery</i> .
113	Concerning gift of land to William by his father, John Dyament.
41	50 acres on Goosefare river in <i>Saco</i> .
141	Little marsh above Sturgeon creek in <i>Piscataqua</i> , with house and lot and lumber.
150	20 acres of upland with marsh at York pond in <i>Kittery</i> .
150	From mortgage on land at Cold Harbor, <i>Kittery</i> .
95	150 acres at <i>Coxhall</i> , part of 1000 acres conveyed to Samuel by Harlakenden Symonds.
95	100 acres west of Kennebunk river, part of tract bought of John Bush and Peter Turbutt.
164	15 acres in <i>York</i> , on the path to Sayword's mills.
122	40 acres on Spruce creek, <i>Kittery</i> .
2	12 acres on Spruce creek, <i>Kittery</i> , adjoining Pine point.
163	Messuage of 6 acres in <i>Kittery</i> , formerly Andrew Newcombe's.
119	10 acres marsh in <i>Cape Porpoise</i> .

Date.	Grantee.	Grantor.	Instrument.
1673, Apr. 28	FROST, Charles, and Leighton, children of	Frost, Nicholas	Will
1674, Nov. 10	FROST, John, senior	Arthur Beale, senior	Bond
1674, Mar. 23	FROST, Nicholas	John Crafford et ux.	Deed
1675, Dec. 8	FROST, Nicholas	Abraham Conley	Deed
1662, Apr. 29	FRYER, Nathaniel	Sylvester Har- bert et ux.	Deed
1664, Nov. 14	FRYER, Nathaniel	Jeremiah Sheeres et ux.	Deed
1667, Nov. 11	FRYER, Nathaniel	William Ham et ux.	Deed
1670, July 7	FRYER, Nathaniel	Tobias Taylour	Deed
1672, June 5	FRYER, Nathaniel	Francis Champer- nown	Deed
1674, Apr. 1	FRYER, Nathaniel	John Bates	Deed
1674, Apr. 17	FRYER, Nathaniel	Henry Sayword	Mortgage
	FRYER, Nathaniel, see Captain Champernown		
1667, Feb. 28	FURBUSH, William, and Daniel Forgisson	James Emery et ux.	Deed
1668, Mar. 1	FURNALD, John	Elizabeth Ed- wards	Deed
1671, Sept. 9	FURNALD, William	Thomas Firnald et ux.	Deed
1664, Apr. 30	GATTENSBY, John	Thomas Little- feild	Deed

Folio.	Description.
150	Letter giving directions as to his property and conditional bequests of lands and other estate.
163	Conditioned to secure £50 in consideration for land [in <i>York</i> .]
185	60 acres in <i>Kittery</i> , adjoining grantor.
186	100 acres adjoining John Heard in <i>Kittery</i> and 6 acres at the Cedars.
109	30 acres of upland, marsh, and house formerly Francis Champernowne's, in <i>Kittery</i> .
67	100 acres on the north side of Piscataqua river, granted to Sheeres by the town of <i>Kittery</i> .
101	Houses, stages, flakes, &c., on Malaga island, <i>Isles of Shoals</i> , except Tobias Taylour's messuage.
81	Messuage on Malaga island, <i>Isles of Shoals</i> .
114	Western part of Champernowne's island, Wood island and the two fishing islands, all in <i>Kittery</i> .
148	120 or 130 acres in <i>Wells</i> , between Samuel Wheelwright and William Hammond.
148	370 acres on the southwest side of York river, granted to Sayword by the town of <i>York</i> .
141	150 acres of upland and marsh in <i>Kittery</i> , adjoining Nicholas Frost and Anthony Emery.
144	Messuage of 12 acres near Boiling Rock in <i>Kittery</i> .
147	"Lay Claim" island on Crooked Lane, <i>Kittery</i> .
82	210 acres of upland and marsh at Totnock and the Willows in <i>Wells</i> .

Date.	Grantee.	Grantor.	Instrum ent.
1664, May 22	GATTENSBY, John	Francis Littlefeild, jun., et ux.	Deed
	GEDNEY, see Gydney		
	GENDALL, see Gyndall		
1672, June 20	GIBBS, Robert	Henry Sayword	Mortgage
1670, Apr. 21	GLANEFEILD, Peter	William Palmer	Deed
1667, Sept. 14	GODFREY, Ann	Nic. Shapleigh	Bond
1673, Mar. 17	GOODHUE, William	William Oliver	Mortgage
1667, Aug. 14	GOODING, Daniel	Thomas Spencer et ux.	Deed
1670, Apr. 18	GOODIN, Daniel	Nicholas Hodsden et ux.	Deposition
	GOOCH, see Gutch		
1644, Oct. 10	GOUCH, John, and Peter Weare	William Hooke	Deed
1645, July 21	GOUCH, John	Christopher Rogers	Deed
1650, Mar. 16	GOOCH, John	Peter Weare	Deed
1650, Mar. 16	GOOCH, John	Peter Weare	Deed
1667, June 13	GOOCH, John	Ruth Gooch, executrix	Agreement
1644, Oct. 18	GOUCH, John, junior	William Hooke	Deed
1666, May 4	GRANT, James	James Mills	Deed
1668, Mar. 15	GRANT, James	John Carmighell	Assignment
	GREEN, Henry, see Abraham Drake		

Folio.	Description.
82	210 acres at Totnock and the Willows, in <i>Wells</i> .
114	One square mile in <i>Wells</i> , between Cape Porpoise and Kennebunk rivers, with dwelling house and mill.
123	12 acres in <i>Kittery</i> , in consideration of the care and bringing up of Palmer's daughter by Glanefeild.
67	Conditioned to pay her £20 yearly for life.
149	House and 50 acres, half the grant by the town of <i>Kittery</i> to Charles Frost.
31	Six acres in Newichewannock, <i>Kittery</i> .
79	Concerning gift of one quarter of mill [in <i>Kittery</i>] to Goodin by Thomas Spencer.
178	20 acres each, at Little river near Cape Neddick beach in <i>Gorgeana</i> .
179	Point of marsh on the south side of Agamenticus river in <i>Gorgeana</i> .
177	Land in <i>Agamenticus</i> sold to Weare by John Allcocke.
179	Marsh in <i>Agamenticus</i> granted Weare by Gorges.
80	Concerning the will of John Gooch, senior.
178	10 acres near Cape Neddick beach in <i>Gorgeana</i> .
3	2 acres meadow north of southwest branch of <i>York</i> river.
90	Of bill of sale.

Date.	Grantee.	Grantor.	Instrument.
1666, July 16	GREENELAND, Henry	Robert Wad- leygh	Deed
1666, Oct. 15	GREENLAND, Henry	George Palmer et ux.	Deed
1669, Sept. 10	GREENLAND, Henry, and Walter Barefoote	Abraham Corbett	Deed
1669, Sept. 10	GREENLAND, Henry, and Walter Barefoote	Abraham Corbett	Trust deed
	GREENLAND, Henry, see Walter Barefoote		
1660, May 29	GUTCH, Robert	Robin-Hood Terrumquin Weasomonascoe sagamores Scawque Abumhamen Indians	Deed
1674, Oct. 14	GYDNEY, Bartholomew	Henry Sayword	Deed
1674, Oct. 14	GYDNEY, Bartholomew GYDNEY, Bartholomew, see Henry Sayword	Henry Sayword	Mortgage
1669, May 8	GYNDALL, Walter	MichaelMaddiver Joel Maddiver	Deed
1673, June 3	GYNDALL, Walter	Robert Jordan et ux.	Deed
1673, June 4	GYNDALL, Walter	Ralph Allason	Deposition
1670, Feb. 11	HAMMOND, Jonathan	Israel Harding	Deed
1670, Feb. 11	HARDING, Israel	Jona. Hammond	Deed
1667, Aug. 28	HARDY, Richard	Ed. Rishworth	Deed

Folio.	Description.
43	Dwelling and brewhouse at <i>Kittery</i> Point, on land purchased of Nicholas Shapleigh.
101	100 acres in <i>Kittery</i> , bought of Walter Barefoote.
89	Messuage and warehouse at Kittery Point, 80 acres on Spruce creek, and 360 acres occupied by R. Lockewood, all in <i>Kittery</i> .
118	Premises described above, in trust, for the use and benefit of Alice Corbett, the grantor's wife, and their children, John, Elizabeth and Alice.
32	Tract on Kennebec river, over against Tuessicke [Nauseag], from the Point of Rocks upward to a point opposite to Winslow's rocks, including half the Winnegance meadows, and extending three miles into the land.
189	Half share in mills at <i>Wescustogo</i> .
189	Remaining half share of mills at <i>Wescustogo</i> .
100	Exchanging plantation in <i>Scarborough</i> for John Guy's plantation at Papuding.
133	50 acres on the east side of Spurwink river, in <i>Falmouth</i> .
133	As to Sarah Jordan's release of dower.
93	Exchange of 200 acres at Myreland, for 100 acres at Stony brook, in <i>Wells</i> .
92	Exchange of 100 acres at Stony brook for 200 acres at Myreland in <i>Wells</i> .
33	32 acres in <i>York</i> , at the mouth of the old Mill creek.

Date.	Grantee.	Grantor.	Instrument.
1673, July 1	HARKER, John, junior	John Harker	Deed
1666, Apr. 10	HARRIS, William	William Sealy	Deed
1674, Aug. 11	HATCH, Patience	Henry Symson	Agreement
167 $\frac{1}{2}$, Mar. 7	HAYES, Philadelphia	Reynold Jenkins	Deed
1665, July 7	HAYNES, Robert	Miles Pyle	Deed
1665, July 7	HAYNES, Robert	Miles Pile	Bond
1659, Oct. 12	HILL, Peter	Joseph Bolles	Deed
1667, Oct. 8	HILL, Roger	William Phillips	Deed
1667, Oct. 8	HILL, Roger	William Phillips	Deed
1667, Apr. 18	HILTON, William	John Symmons	Deed
1664, Mar. 8	HINKESON, Peter	Thomas Ellkines	Deed
1667, June 15	HINCSON, Peter	Chris. Ellkines	Deed
1669, Aug. 24	HINKESON, Peter	Joshua Scottow	Deed
1668, July 22	HITCHCOCK, Richard	William Phillips et ux.	Deed
1673, Dec. 27	HOBBS, Christopher	William Phillips et ux.	Deed
1671, May 31	HODGDEN, Benoni	John Wincoll	Deed
	HODGSDEN, Israel, see Miles Tomson		
1673, Sept. 17	HODGSDEN, Nicholas	Peter Wittum et ux.	Deed
1673, Sept. 17	HODGSDEN, Nicholas	Peter Wittum et ux.	Deed

Folio.	Description.
193	Island in <i>York</i> harbor and undivided fourth part of a tract on <i>York</i> river.
72	Messuage on Smuttynose island, <i>Isles of Shoals</i> .
155	As to her occupancy of his land in <i>York</i> .
187	Messuage of one acre at <i>Kittery</i> ; also $3\frac{1}{2}$ acres on the old road from Cold Harbor to Sturgeon creek, and half an acre of marsh.
4	Garden, house, &c., on Hog island, <i>Isles of Shoals</i> .
4	Conditioned to observe covenants in the above deed.
36	100 acres at Winter Harbor, <i>Saco</i> , between lots formerly held by Samuel Andrews and Robert Sankey.
36	Quitclaim to premises conveyed by Joseph Bolles to Peter Hill.
37	Quitclaim to premises conveyed by Richard Vines to Jane Andrews.
33	Homestead in <i>Kittery</i> .
23	8 acres of marsh on Black Point river, [in <i>Scarborough</i> .]
23	2 acres marsh northwest of Pine creek [in <i>Scarborough</i> .]
154	10 acres marsh in <i>Scarborough</i> , near Pine Tree creek.
124	Messuage, 10 acres woodland, marsh at Duck pond and Batten's island, in <i>Saco</i> , and land formerly William Scadlocke's in <i>Cape Porpoise</i> .
182	Messuage and 300 acres, between <i>Saco</i> river and Davis brook, in <i>Saco</i> .
97	50 acres on the river that parts Dover and <i>Kittery</i> , being half of grant to Wincoll from the town of <i>Kittery</i> .
137	40 acres in <i>Kittery</i> , granted to Wittum by the town.
137	2 acres included in the town grant to Wittum and reserved in the conveyance described above.

Date.	Grantee.	Grantor.	Instrument.
1674, June 16	HODGSDEN, Nicholas	John Wincoll	Deed
1671, Nov. 19	HOLMES, Thomas	Wm. Lancaster	Contract
1671, Nov. 19	HOLMS, Thomas	Wm. Houldrig	Due bill
167 $\frac{1}{2}$, Jan. 15	HOLMS, Thomas	Wm. Houldrig, senior Wm. Houldrig, junior	Due bill
[No date.]	HOLMES, Thomas	Wm. Lancaster	Due bill
1674, Aug. 24	HOOKE, Francis	Nic. Shapleigh et ux.	Deed
1675, Feb. 5	HOOKE, Francis	Benj. Johnson	Mortgage
1670, Sept. 17	HOOLE, John	John Clarke et ux.	Deed
1672, Nov. 1	HOOLE, John	Thomas Withers et ux.	Deed
1672, Sept. 26	HOWELL, Morgan	Sir Ferdinando Gorges by Thos. Gorges, dep. governor	Survey
1675, July 7	HUTCHINES, Enoch	Thomas Withers	Deed
1667, Mar. 18	HUTCHINSON, Richard	William Phillips et ux.	Mortgage
1673, Oct. 23	HUTCHINSON, William	William Phillips et ux.	Deed
1671, May 1	JACKESON, James	John Smyth	Deed
167 $\frac{3}{4}$, Mar. 11	JACKESON, James	Peter Weare, senior, et ux.	Deed
1675, June 16	JACKESON, James	Peter Weare, senior, et ux.	Deed

Folio.	Description.
161	Messuage of 30 acres at Birch cove in <i>Kittery</i> .
107	To build fence in payment for a horse.
107	For £28, 10s. 3d.
127	For £12, to close all accounts.
107	For £4, 9s.
155	Three acres and house built by Roger Russell at <i>Kittery</i> Point
187	Messuage of 20 acres in <i>York</i> .
120	150 acres on Spruce creek, <i>Kittery</i> , originally granted to Hoole by the town.
128	70 acres on Spruce creek, <i>Kittery</i> , adjoining Hoole's land.
153	100 acres at <i>Cape Porpoise</i> . See Book I, part I, folio 29.
176	Land on Spruce creek, <i>Kittery</i> .
39	Tract a mile long to contain 1000 acres, in <i>Saco</i> , northwest of Swan pond creek; also, a quarter of sawmill at Saco falls.
181	Tract 4 miles broad with 137 perches front on <i>Saco</i> river, where the tide ebbs and flows, and 50 acres in Cranberry marsh.
130	Tract adjoining Peter Weare in <i>York</i> , in exchange for 40 acres from Jackson on Cape Neddick river.
147	12 acres of meadow, more or less, on the northwest side of Wells path in <i>York</i> .
172	Strip of upland adjoining Jackson's land at Cape Neddick in <i>York</i> .

Date.	Grantee.	Grantor.	Instrument.
1670, June 9	JEFFERYS, Diggory	William Broad et ux.	Deed
1640, Sept. 2	JOCELYN, Henry	Thomas Cam- mock et ux.	Will
1670, Sept. 7	JOCELYN, Henry	Francis Robinson	Deposition
1666, June 10	JOHNSON, Francis	Nicholas Cole John Pudington	Mortgage
1668, Oct. 6	JOHNSON, Francis	Nic. Cole et ux. John Pudington et ux.	Deed
1667, June 1	JOHNSON, Francis	William Renols, junior	Mortgage
1667, June 4	JOHNSON, Francis	Richard Whitte Arthur Beale ManneringHilton	Mortgage
1668, Oct. 26	JOHNSON, Francis	Phillip Hatch et ux.	Mortgage
1668, July 15	KELLY, Roger	Nathaniel Fryer	Deed
1669, June 19	KEMBLE [Kimble], Henry	Harlakenden Sy- mons	Deed
1672, Dec. 7	KEMBALL, Henry, and Edward Creeke	Richard Potts	Prom. note
1658, May 15	KIMBELL, Thomas	George Cleeves	Deed
1669, Aug. 24	KING, William et ux.	William Palmer	Deed
1672, Apr. 4	KNIGHTT, Ezekiel	Abraham Tillton	Receipt
1673, May 15	LANE, James	John Seares	Deed
	LEIGHTON, see Charles Frost		

Folio.	Description.
118	100 acres in <i>Kittery</i> conveyed to Broad by Henry Greenland, folio 71.
84	All of his patent and other property at <i>Black Point</i> , reserving 500 acres on <i>Spurwink</i> river and the cattle on the land.
84	Concerning the bounds of Thomas Cammock's land at <i>Spurwink</i> .
98	229 acres owned severally in <i>Cape Porpoise</i> , and a fishing boat owned in common.
98	Quitclaim to property described above.
99	205 acres in <i>Cape Porpoise</i> , adjoining William Renols, senior.
33	Homesteads in <i>York</i> and other property.
99	5 acres on <i>York</i> river in <i>York</i> .
83	House, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .
75	600 acres in tract north of <i>Cape Porpoise</i> , between William Phillips and George Farrow.
166	For £17, 11s. 2d. payable in six months and three days.
46	Hog island in Casco bay.
151	16 or 18 acres in <i>Kittery</i> between the sea and the head of Mast cove.
130	For £10 on account of John Loverell, apprentice.
134	Redding's island, land on Mare Point neck, and 60 acres marsh formerly belonging to Thomas Redding, all in <i>Wescustogo</i> .

Date.	Grantee.	Grantor.	Instrument.
1669, May 7	LEVERETT, John	William Phillips	Deed
1668, Nov. 30	LEWIS, Peter	John Readman Richard Knights	Deed
1670, Mar. 13	LEWIS, Peter	John Fennick et ux.	Deed
1629, Feb. 12	LEWIS, Thomas, and Richard Bonighton	Council for New England	Patent
1663, Jan. 1	LIBBY, John	Henry Jocelyn et ux.	Deed
1667, Dec. 2	LIDDEN, George	John White et ux	Assignment
1670, May 9	LIDDEN, George	John Whitt et ux	Deed
1669, Dec. 23	LITTLEFEILD, Francis, senior	John Littlefeild, senior	Deed
1673, Feb. 28	LITTLEFEILD, Francis, junior	John Barret	Deed
1673, Feb. 28	LITTLEFEILD, Francis, junior	John Barret	Deed
	LITTLEFEILD, Francis, junior, see Robert Wadleigh		
1671, July 6	LITTLEFEILD, John	John Wheele- wright	Agreement
1671, July 6	LITTLEFEILD, John, and Francis, senior	John Wheele- wright	Deed
1672, May 13	LITTLEFEILD, John, sen.	Francis Little- feild, senior	Deed
1674, Feb. 5	LITTLEFEILD, Meribah, and other legatees	Francis Little- feild, junior	Will
	LITTLEFEILD, Thomas, see Robert Wadleigh		

Folio.	Description.
65 168	Tract three miles square above Saco falls, on the west side of the river and north of Richard Russell.
57	House, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .
93	Messuage of 12 acres on Spruce creek, <i>Kittery</i> .
110	Tract between Cape Elizabeth and Cape Porpoise, extending 4 miles along the seashore north of Swanekadlock [Saco] river, and 8 miles inland.
138	Marsh and 50 acres of upland in <i>Scarborough</i> .
108	Of grant by town of <i>Kittery</i> , on Crooked Lane.
107	20 acres with house on Crooked Lane, <i>Kittery</i> .
103	Half of timber rights and mill privilege at the upper falls of Ogunquit river, <i>Wells</i> .
146	3 acres marsh at the Neck in <i>Wells</i> .
146	3 acres marsh near Ogunquit river in <i>Wells</i> .
102	Composing differences about a mill privilege on Ogunquit river in <i>Wells</i> .
104	Mill privilege and timber rights granted by the General Court of Maine, Oct. 15, 1650.
122	Share in saw mill, &c., at Ogunquit falls in <i>Wells</i> .
166	Land, mills and other property in <i>Wells</i> .

Date.	Grantee.	Grantor.	Instrument.
1663, Nov. 2	LOCKEWOOD, Richard	Nathaniel Fryer et ux.	Deed
1666, June 28	LOCKEWOOD, Richard	John Bowrey	Due bill
1666, Dec. 11	LOCKEWOOD, Richard	Joan Andrews	Bond
1666, Dec. 11	LOCKEWOOD, Richard	Joan Andrews	Bond
1666, Jan. 26	LOCKEWOOD, Richard	Joan Andrews	Prom. note
1662, Dec. 1	LUGG, Gilbert, and Way- mouth Lystone	Joseph Allcocke et ux.	Deed
1663, Aug. 28	LYDE, Mr.	George Palmer	Deposition
1670, Dec. 14	LYNDE, Simon	Daniel Epps	Assignment
1671, Sept. 22	LYNDE, Simon	Richard Locke- wood et ux.	Deed
1671, Sept. 23	LYNDE, Simon	Nathaniel Fryer	Deed
1673, Sept. 2	LYNDE, Simon	Henry Sayword	Mortgage
	LYSTONE, Waymouth, see Gilbert Lugg		
1668, Mar. 15	MAKENTYRE, Makem [Malcolm]	James Grant	Assignment
1670, June 19	MACKENTYRE, Makem	John Pearce et ux.	Deed
1671, Sept. 4	MACKENTYRE, Michum [Malcolm]	Alexander Max- well et ux.	Deed
1671, Jan. 1	MACKEINTYRE, Michum	Samson Anger et ux.	Deed
1669, July 14	MADIVER, Joel	Michael Madiver	Deed
1673, Feb. 23	MANNING, John	Francis Little- feild, sen., et ux.	Deed

Folio.	Description.
134	Messuage of 30 acres and marsh in <i>Kittery</i> , formerly Francis Champernowne's.
127	For £6, 16s. 10d.
91	For payment of £1, 1s. 6d.
92	To deliver 2 head of cattle.
92	For payment of £4, 3s.
174	Messuage on Piscataqua river in <i>Kittery</i> , between Symons and Paul.
8	Concerning Walter Barefoote's sequestering chattels levied upon as Sylvester Harbert's.
146	Of claims upon Henry Sayword, and, in case of Sayword's default, of three farms in <i>Wells</i> .
108	30 acres of upland, house, and meadow, formerly Francis Champernoon's, in <i>Kittery</i> .
109	Quitclaim to premises in <i>Kittery</i> , sold to Lynde by Richard Lockewood.
144	Half share in mills and lands at Mousam mills on Cape Porpoise river, in <i>Wells</i> .
90	Of bill of sale.
90	40 acres on the southwest side of Dummer's marsh, and two acres meadow on the southwest branch of York river, in <i>York</i> .
104	Four or five acres in <i>York</i> , on which grantee's house stands.
107	An acre and a half of marsh in <i>York</i> , on the southwest branch of York river.
69	Farm at Papuding in <i>Falmouth</i> , bought of Walter Gendall.
161	Five or six acres marsh at Ogunquit in <i>Wells</i> .

Date.	Grantee.	Grantor.	Instrument.
1674, Oct. 8	MANNING, Thomas	Francis Backeus et ux.	Deed
1674, Nov. 2	MANNING, Thomas	John Barret et ux.	Deed
1673, July 21	MARSHALL, Robert MARSHALL, Robert, see Walter Barefoote MARTIN, Richard, see Joshua Moodey	John Bray	Renewal
1635, Apr. 22	MASON, John	Council for New England	Deed
1635, Apr. 22	MASON, John	Council for New England	Patent
1657, Jan. 23	MAXWELL, Alexander	Thomas Mowlton	Deed
1668, Nov. 2	MAYNE, Henry, and Andrew Beaman	John Deaman	Deed
1647, Sept. 21	MENDUM, Robert	Thomas Crockett	Agreement
1666, July 16	MILLS, James MILLS, Thomas, see Robert Wadleigh	Robert Knight John Allcocke	Deposition
1672, July 27	MITTEN, Nathaniel	Elizabeth Harvie	Deed
1671, May 25	MOODEY, Joshua, and Richard Martin	Bryan Pendleton	Trust deed
1674, Nov. 17	MOORE, William	John Harker	Deed
1668, June 4	MORE, John	John Symonds et ux.	Deed

Folio.	Description.
161	4 acres meadow in <i>Wells</i> .
161	157 acres at Duxbury in <i>Wells</i> .
167	Of Marshall's note for 6 months, with receipt for £5.
14	Territory from middle of Naumkeag river, around Cape Ann, to Piscataqua harbor; thence to head of Newichewannock river; thence northwest until the distance from Piscataqua harbor equals 60 miles; also up Naumkeag river 60 miles, and thence overland till the first 60 mile limit is reached; with the south half of <i>Isles of Shoals</i> ; the whole to be called <i>New Hampshire</i> ; also, 10,000 acres southeast of Sagadahoc river, to be called <i>Masonia</i> .
15	Same tracts described above, with powers of government.
113	Land in <i>York</i> , bought of John Allcocke.
80	Houses, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> ,
13	To sell house and 4 acres of land at <i>Piscataqua</i> for £9, 10s.
5	Concerning Mill's parentage.
123	Land on the Neck in <i>Falmouth</i> , and marsh at Barberry creek.
97	Messuage and other lands at Winter Harbor, <i>Saco</i> , with Wood island and Gibbons island, in trust for Pendleton Fletcher.
160	Harker's island, containing three acres, in <i>York</i> harbor.
57	20 acres at Great cove, <i>Kittery</i> .

Date.	Grantee.	Grantor.	Instrument.
1668, Nov. 5	MORE, John, junior	John Winsland Edward Bennet	Deed
1655, Oct. 14	MORGAN, Francis	Richard Endell	Agreement
1668, Oct. 2	MORGAN, Francis	Walter Barefoote	Discharge
1671, Nov. 10	MORGAN, Francis	William West	Contract
1672, Apr. 6	MORGAN, Francis	Robert Marshall	Due bill
1674, Dec. 3	MORRALL, John et ux.	Nicholas Hodsden et ux.	Deed
1671, May 24	MORTON, George	Walter Barefoote	Mortgage
1655, Mar. 22	MOWLTON, Thomas	John Allcocke	Deed
1662, Feb. 23	MUNJOY, George	Francis Small	Mortgage
1667, Apr. 6	MUNJOY, George	Wm. Bonighton	Mortgage
1667, Sept. 30	MUSSELL, Robert	Walter Barefoote	Deed
1669, Nov. 24	MUSSELL, Thomas	John Bush et ux.	Deed
1666, June 19	NEALE, Francis	Nathan'l Wharfe et ux.	Deed
1669, Apr. 20	NEWCOMBE, Andrew	Daniel Moore	Deed
1664, May 3	NICOLLS, Richard	Robert Mason	Power of attorney
1671, May 24	NORTON, George	Henry Greenland	Mortgage
1671, Sept. 28	NORTON, George	Henry Greenland	Prom. note
1672,	NORTON, George	Henry Greenland	Due bill
1674, Sept. 16	NORTON, George	Robert Marshall	Mortgage

Folio.	Description.
58	50 acres on Spruce creek, <i>Kittery</i> .
13	To pay £60 for 60 acres on the east side of Spruce creek in <i>Kittery</i> .
128	Of all debts.
138	For labor in payment for medical treatment.
167	£20, 13s. 5d. payable on demand.
191	Messuage of 7 acres in <i>Kittery</i> on Birch Point brook.
96	Of $\frac{1}{4}$ part of pink "Lenham."
112	70 acres on York river, adjoining Arthur Bragdon, and 10 acres meadow at head of northwest branch of York river in <i>York</i> .
116	Land or housing at Ossipee and all Indian debts due Small.
13	Shallop and appurtenances.
42	10 acres west of creek which bounds Champernowne's island in <i>Kittery</i> .
131	100 acres between John Sanders and Simon Bussy, in <i>Cape Porpoise</i> .
82	Quitclaim to property sold to Neale by Jane Mackworth.
162	Messuage of 6 acres at Emery's point in <i>Kittery</i> .
19	To manage Mason's affairs in New England, with power of substitution.
96	One quarter of pink "Lenham."
192	For £60, 7s.
192	Barrel of mackerel.
96	Of $\frac{1}{4}$ of the pink "Lenham."

Date.	Grantee.	Grantor.	Instrument.
1670, Jan. 16	NUTTER, Hatevill OARE, James, see Henry Brown	Thomas Canny, senior	Deed
1660, Jan. 2	OLIVER, Bennett OLIVER, Peter, see Thomas Bryan	Eliza. Garnesy	Power of attorney
1664, June 27	OLIVER, William and Richard	Charles Frost	Deed
1669, Mar. 18	OLIVER, William and Benedict	James Pendleton et ux.	Deed
1662, July 15	PALMER, John	Andrew Alger, senior Arthur Alger	Deed
1659, June 14	PARKER, John	Nanuddemance, Indian	Deed
1674, Sept. 16	PARTRIDG, William	John Maisters	Indenture
1667, Mar. 18	PATTISHALL, Robert	William Phillips et ux.	Deed
1675, June 14	PATTISHALL, Richard	William Phillips et ux.	Livery
1672, Dec. 18	PEARSON, George	John Miller	Receipt
1658, June 25	PENDLETON, Bryan	Gregory Gefferys	Deed
1664, May 4	PENDLETON, Bryan	William Phillips et ux.	Deed
1673, Apr. 24	PENDLETON, Bryan	William Phillips	Livery
1673, Oct. 6	PENDLETON, Bryan	John Sanders et ux.	Deed

Folio.	Description.
110	3 acres of marsh called Fowling marsh, in <i>Kittery</i> .
121	To collect and receipt for the estate of her deceased husband, William Garnesy, in the <i>Isles of Shoals</i> , or elsewhere.
100	50 acres on the Newichewannock river in <i>Kittery</i> .
99	House, fishing stage and flake room on Smuttynose island, <i>Isles of Shoals</i> .
170	50 acres of upland and a parcel of marsh occupied by Palmer at Dunstan in <i>Scarborough</i> .
13	Tract bounded on the east by Sagadahoc river, from the first high head on the west side of the river to Winnegance creek, about six miles, and on the west by Casco bay.
159	Of apprenticeship.
172	4000 acres on Saco river, to begin either at Governor Leverett's outer bounds or at Salmon falls and thence downward to Richard Russell's land.
173	Of above tract, located at Salmon falls.
127	Of consideration for house and land at Jeremysquam bay.
123	Goat, Folly and Green islands, <i>Cape Porpoise</i> .
94	100 acres called West's point [in <i>Saco</i>] with 400 acres adjoining; also, Timber island at the mouth of Little river.
140	Tracts described above and another tract in exchange for Cow island.
139	100 acres in <i>Cape Porpoise</i> , southwest of Long cove.

Date.	Grantee.	Grantor.	Instrument.
1674, Nov. 2	PENUILL, John	John Purrington Mary Davess	Deed
1674, Feb. 27	PENWILL, John	John Davess	Deed
1668, Sept. 20	Phillips, Bridget	William Phillips	Deed
1674, June 6	PHILLIPS, Nathaniel	Humphrey War- rine	Covenant
1674, July 1	PHILLIPS, Nathaniel	William Phillips et ux.	Deed
1664, May 31	PHILLIPS, William	Mogg-Heigon, sagamore	Deed
1667, Oct. 1	PHILLIPS, William	John Bonighton	Agreement
1667, Oct. 17	PHILLIPS, William	Robert Booth Patrick Dum- mark	Deposition
1675, Aug. 22	PHILLIPS, William	Ric. Hutchinson	Discharge
1663, Feb. 5	PICKETT [Peckett], Christopher	Richard Foxwell	Deed
1674, Aug. 6	POWELL, John	Nathaniel Phillips	Deed
1674, Oct. 5	POWSLAND, Richard	Nathaniel Mitton	Deed
1642, Dec. 20	PREBLE, Abraham	Edward Godfrey	Deed
1652, June 25	PREBLE, Abraham	Edward Godfrey	Deed
1653, May 10	PREBLE, Abraham	Edward Godfrey	Deed
1653, July 1	PREBLE, Abraham	Town of York	Survey
1659, Jan. 30	PREBLE, Abraham	Town of York	Survey

Folio.	Description.
160	House lot in <i>York</i> .
164	Half of warehouse and wharf in <i>York</i> .
132	Life estate in grist mill at <i>Saco</i> falls.
174	To account for rents collected.
154	Parker's neck in <i>Saco</i> , and a tract extending a mile and a quarter on Saco river, between Bryan Pendleton and Christopher Hobbs, and running back from the river four miles.
45	Tract between Saco river and Kennebunk river, from the seashore to Salmon falls in Saco river, about 15 miles above the mills at Saco falls.
37	Bonighton to deliver half of island adjoining mill at <i>Saco</i> and 800 pine trees to close all accounts.
37	Concerning division of John Bonighton's island at <i>Saco</i> .
182	Of mortgage recorded in folio 39.
53	100 acres between Jonas Bayly and C. Collins, in <i>Scarborough</i> .
169	Lands in <i>Saco</i> conveyed to grantor by William Phillips and described in folio 154.
183	50 acres in <i>Falmouth</i> , granted to Mitton by George Cleeve.
177	10 acres upland and a parcel of swamp in <i>Agamenticus</i> , adjoining Thomas Chambers.
179	20 acres on Gorges creek, in <i>Gorgeana</i> .
178	10 acres at <i>York</i> , adjoining former grants to Preble.
178	Four parcels of marsh granted by town in 1646.
179	20 acres bought by him of John Gouch, on the southwest side of Little river.

Date.	Grantee.	Grantor.	Instrument.
1671, Jan.	PREBLE, Abraham	Town of York	Grant
1675, July 6	PREBLE, Abraham	Edward Godfrey	Deed
	PREBLE, Abraham, see Richard Bankes		
1674, June 12	PULLMAN, Jasper	Patience Hatch Bryan Pendleton by James Pen- dleton, att'y	Deed
1675, Aug. 14	PULLMAN, Jasper	Samson Anger et ux.	Deed
1668, Nov. 1	RAINKING, Andrew	Arthur Bragdon, junior	Deed
1669, July 7	RISHWORTH, Edward	Henry Sayword	Deed
1670, Aug. 30	RISHWORTH, Edward	Ric. Cummines	Bond
1674, July 6	RISHWORTH, Edward	John Smyth, senior	Assignment
1671, Mar. 28	ROBERTS, John, senior	Hatevill Nutter	Deed
1663, Jan. 1	ROE, Anthony	Henry Jocelyn et ux.	Deed
1658, Dec. 7	ROGERS, Christopher, and William Davis	Peter Weare	Deposition
	ROGERS, Christopher, see Peter Weare		
1659, Aug. 27	ROGERS, Thomas	Town of Saco	Grant
1662, Mar. 29	ROGERS, Thomas	James Gibbines et ux. Robert Haywood	Deed
1671, Aug. 12	ROGERS, William	Estate of Wil- liam Garnesy	Release

Folio.	Description.
110	45 acres on the seashore and 10 acres on Little river, adjoining lands previously owned by Preble.
177	10 acres east side Agamenticus river, southwest of John Allcocke [in <i>York</i> .]
151	Quitclaim to messuage in <i>York</i> , formerly occupied by Philip Hatch, deceased.
180	One acre and a quarter on Great island, <i>York</i> .
73	10 acres between Bragdon's and Rainking's lots in <i>York</i> .
67	Marsh above old mill site exchanged for Rishworth's marsh opposite Sayword's mill.
93	Conditioned to pay £3, 3s.
173	Thomas Phillips's promissory note.
110	Three acres marsh in <i>Kittery</i> , bought of Thomas Canny, senior.
153	50 acres in <i>Scarborough</i> , adjoining John Libby.
180	Concerning a grant of marsh in <i>York</i> , on the southwest branch of <i>York</i> river, by Thomas Gorges.
27	15 acres at the rocks beyond Goosefare creek; also 150 acres upland, and 12 acres marsh east or northeast of Richard Cummines.
26	200 acres in <i>Saco</i> on the seashore northeast of Goosefare river.
121	Of administratorship in New England.

Date.	Grantee.	Grantor.	Instrument.
	ROGERS, William, see William Seely		.
1654, Aug. 4	RUSSELL, Richard	Hugh Gunnisson	Mortgage
1666, Feb. 18	RUSSELL, Richard	William Phillips et ux.	Deed
1673, Aug. 13	RUSSELL, Richard	William Phillips et ux.	Deed
1674, Oct. 13	RYALL [Royall], William	Thomas Stevens et ux.	Power of attorney
1669, May 26	SAVAGE, Thomas	Roger Spencer	Deed
1665, Mar. 2	SAYWORD, Henry	Town of York	Grant
1670, July 12	SAYWORD, Henry	Daniel Epps	Conditional deed
1670, Dec. 23	SAYWORD, Henry	James Johnson	Deed
1671, July 6	SAYWORD, Henry	John Readman	Deed
1674, Oct. 14	SAYWORD, Henry	Bartho. Gydney	Lease
1670, Dec. 29	SAYWORD, Henry	Thomas Paty	Deed
1674, Oct. 12	SAYWORD, Henry, and Bartholomew Gydney	Thomas Stephens et ux.	Deed
1674, May 7	SCAMMON, Humphrey	Nathaniel Fryer et ux.	Deed
1666, July 16	SCOTTOW, Joshua	Henry Jocelyn	Mortgage

Folio.	Description.
135	Messuage in <i>Kittery</i> .
23	2000 acres north of Edward Tyng, running 2 miles along the southwest side of Saco river.
135	2500 acres west side of Saco river, beginning at Salmon falls and running a mile up the river, and one sixteenth of the Saco silver mines, containing about 500 acres.
190	To deliver possession to Sayword and Gydney of tract above <i>Wescustogo</i> falls.
63	One quarter of sawmill near the great falls on Saco river, and a tract bought of the Indians extending three miles up the river and three miles on either side.
165	370 acres on York river, 170 acres near Scituate marsh, an extension of his home lot and privilege of cutting pine timber, in payment for building meeting-house.
145	Three farms on Cape Porpoise river and other lands in <i>Wells</i> , between Cape Porpoise and Kennebunk rivers, with mortgage back.
159	Land and interest in water privilege in <i>Wells</i> .
162	50 acres in <i>York</i> , east of York river, and southeast of Mill creek, granted to Margaret Knight by Thomas Gorges.
188	Half share in corn and saw mills at <i>Wescustogo</i> .
163	Interest in a mill privilege on Cape Porpoise river in <i>Wells</i> .
190	Tract from <i>Wescustogo</i> falls to the head of the river, extending two miles on each side.
150	House and 120 or 130 acres, between John Trott and William Hammonds, in <i>Wells</i> .
6	1500 acres called <i>Black Point</i> , bounded south by Saco bay, west by Black Point river, and east by Spurwink brook, running one mile from mouth of brook, thence to nearest point of Black Point river; also Stratton's islands; 750 acres bordering on former tract; personal property and rentals.

Date.	Grantee.	Grantor.]	Instrument.
1667, June 15	SCOTTOW, Joshua	Andrew Brown	Deed
1671, July 7	SCOTTOW, Joshua	Henry Jocelyn	Livery
1677, June 20	SCOTTOW, Joshua	Chris. Ellkines	Deed
1660, July 20	SEELY, William, and William Rogers	Sarah Gunnisson	Deed
1664, Oct. 16	SEELY, William	William Calley	Deed
1667, May 10	SEELY, William	Town of Kittery	Grant
1667, Dec. 13	SEELY, William	John Shephard	Deed
1667, Sept. 14	SHAPLEIGH, Alice	Ann Godfrey	Deed
	SHAPLEIGH, John, see Sarah Withers		
1666, Nov. 20	SHAPLEIGH, Nicholas	Robert Mason, by Richard Nicholls attorney	Substitu- tion
1672, July 31	SHAPLEIGH, Nicholas	Abraham Corbett	Deed
1672, Nov. 23	SHAPLEIGH, Nicholas	Rice Tommass	Deed
1673, Aug. 25	SHAPLEIGH, Nicholas	Francis Morgan	Mortgage
1672, Apr. 18	SHAPLEIGH, Nicholas and William Bickeum	Henry Greenland	Mortgage
1672, Apr. 20	SHAPLEIGH, Nicholas and William Bickum	Henry Greenland	Bill of sale
1669, May 7	SHEARS, Susannah	Jeremy Shears	Bill of sale
1668, Apr. 23	SMYTH, James	Richard Tozier	Agreement
1642, Apr. 8	SMYTH, John	Richard Vines	Deed
1643, Oct. 23	SMYTH, John	Richard Vines	Deed

Folio.	Description.
25	20 acres upland and marsh at <i>Black Point</i> .
98	Of premises described in folio 6.
25	Half of plantation in <i>Black Point</i> , formerly owned by John Burrage.
83	Quitclaim of her interest in all but two acres of the neck of land on Spruce creek at the mouth of Crooked Lane, and in Grantus island, <i>Kittery</i> .
32	Messuage on Smuttynose island, <i>Isles of Shoals</i> .
31	Land west of Spruce creek.
112	Messuage of 10 acres on Spruce creek, <i>Kittery</i> .
34	Farm and buildings in <i>York</i> .
21	Under power of attorney.
152	360 acres (10 excepted) in <i>Kittery</i> , adjoining land lately in possession of Richard Lockewood.
156	Messuage at Braveboat harbor in <i>Kittery</i> .
153	10 acres at Morgan's point in <i>Kittery</i> .
116	Messuage at <i>Kittery Point</i> .
117	Half of pink "Santa Maria."
70	Colt.
40	Fixing dividing line of farms in <i>Kittery</i> .
41	
10	100 acres [in <i>Saco</i>] on the south side of Saco river.
10	Land between that above granted and Thomas Williams.

Date.	Grantee.	Grantor.	Instrument.
1652, Dec. 13	SMYTH, John	Thomas Phillips	Prom. note
1662, Mar. 29	SMYTH, John	James Gibbons et ux. Robert Haywood	Deed
1671, Aug. 15	SMITH, John	Isaac Walker	Deposition
1674, Oct. 23	SMYTH, John, junior	John Smyth, senior	Deed
1663, July 24	SNELL, George	Town of York	Grant
1665, Oct. 11	SNELL, George	Town of York	Allotment
	SPENCER, Thomas, see Humphrey Chadborne		
1663, Oct. 20	SPENCER, William	Thomas Spencer et ux.	Deed
1669, Dec. 27	SPENCER, William	Thomas Spencer	Bill of sale
1669, July 23	SPINNEY, Thomas	John Symmones et ux.	Deed
1670, June 28	SPINNEY, Thomas	John Symmons	Discharge
1674, July 4	STAPLE, Peter	Thomas Turner et ux.	Deed
1666, July 7	START, Edward	John Lambe	Deed
1673, Feb. 24	START, Thomas	Richard Burgess	Deed
1673, Jan. 19	STEPHENS [Stevens], Thomas	Robin-Hoode Derumquen Abunhaman Werumby Robine sagamores	Deed
1670, Jan. 31	STORER, Joseph and Benjamin	Samuel Austine	Deed
1674, Oct. 8	STORER, Samuel	Samuel Austine	Deed

Folio.	Description.
173	To pay £10 in June, 1653.
5	50 acres on Goosefare river in <i>Saco</i> .
173	Witnessing Thomas Phillips's promissory note.
159	House and 100 acres of upland, &c., in <i>York</i> , reserving a life estate therein.
2	Land to be allotted.
2	10 acres of upland and small parcels of marsh southeast of Gorges creek.
175	Land at <i>Newichewannock</i> falls in <i>Kittery</i> , reserving a life estate in 8 acres of meadow at Willcocks pond.
80	Of timber in Tom Tinker's and Great swamps in <i>Kittery</i> .
143	20 acres in the tract granted to Daniel Paul, Christian Ramacke and others by the town of <i>Kittery</i> .
143	Of all demands.
155	Farm in <i>Kittery</i> adjoining Richard Miller and John Symonds.
49	House and land in <i>Gorgeana</i> .
148	18 acres on York river in <i>York</i> .
191	Tract on <i>Wescustogo</i> river, from the first falls to the head of the river, and in breadth two miles on each side of the river.
91	Lands in <i>Wells</i> conveyed to Austine by John and Richard Cutt, and by John Wakefield.
158	110 acres at Epesrath in <i>Wells</i> .

Date.	Grantee.	Grantor.	Instrument.
1674, Oct. 8	STORER, Samuel	Ezekiel Knight, junior	Deed
	SWETT, Benjamin, see Abraham Drake		
1667, Feb. 26	SYMONDS, William	Wm. Hammonds	Deed
1671, July 4	SYMONDS, William	Sam'l Scadlocke	Execution
1673, May 23	SYMONDS, William	Sam'l Scadlocke	Deed
	THOMAS, see Tommass		
1671, Oct. 20	TILLTON, Abraham	Francis Backe- house	Deed
1672, Apr. 4	TILLTON, Abraham	John Loverell	Indenture
	TINGE, see Tyng		
1655, Dec. 4	TOMMASS, Ryse	Town of Kittery	Confirma- tion
1672, Mar. 8	TOMSON, Miles, senior, and Israel Hodgsden	Abraham Tillton et ux.	Deed
1673, May 12	TOMSON, Miles	John Morrall et ux.	Deed
1659, Oct. 16	TOZIER, Richard	Town of Kittery	Grant
1672, Jan. 7	TRAFTON, Thomas	John Andrews et ux. Joan Attwell	Deed
	TWISDEN, John, see Richard Banks		
1663, July 24	TINGE, Edward	Thomas Kemble et ux. Henry Kemble et ux.	Deed
1667, Mar. 7	TYNG, Edward	William Phillips	Deed
1667, Mar. 8	TYNG, Edward	William Phillips	Receipt

Folio.	Description.
158	8 acres salt marsh on Webhannet river in <i>Wells</i> .
100	Four or five acres of sea wall near Drake's island in <i>Wells</i> .
137	One sixth of farm on Little river in <i>Cape Porpoise</i> .
137	Premises described above.
130	150 acres on Ogunquit river, with 2 acres salt marsh and 10 acres fresh meadow, all in <i>Wells</i> .
129	Of apprenticeship.
2	Of a former grant of the neck southwest of Spruce creek.
141	40 acres upland, with meadow, granted to Renald Junkines by the town of <i>Kittery</i> .
141	Meadow on Black creek, <i>Kittery</i> , bought of Hatevill Nutter.
40	60 acres adjoining William Pyle's lot above Salmon falls.
128	2 acres marsh [in <i>Kittery</i> .]
46	Hog island in Casco bay.
47	1500 acres running one mile on Saco river, above Saco falls.
49	Of the consideration for the above conveyance.

Date.	Grantee.	Grantor.	Instrument.
1659, Dec. 7	WADLEIGH, Robert, and Francis Littlefeild, jun. Thomas Littlefeild Thomas Mills	Town of Wells	Grant
1669, Dec. 1	WAINWRIGHT, Francis	William Sealy	Mortgage
1671, Nov. 21	WANEWRIGHT, Francis WANEWRIGHT, Francis see John Fabines	Hugh Allard	Mortgage
1668, Nov. 14	WAKER [Walker], Isaac	Richard Foxwell	Mortgage
1669, July 20	WALKER, Isaac	Giles Berry	Deed
1669, July 3	WAKER, Joseph, and Thomas Crebar	John Moses	Lease
1667, Nov. 25	WALLIS, John	Nicholas Whitte	Deed
1667, Nov. 25	WALLIS, John	Nicholas Whitte	Receipt
1672, Aug. 20	WALLIS, John	Nicholas Whitte's estate, by Wm. Haynes	Receipt
1673, July 17	WALLIS, John ,	Nicholas Whitte's estate, by Wm. Haynes	Discharge
1659, Aug. 16	WALTON, George	Thomas Turner	Mortgage
1661, Aug. 20	WALTON, George	Francis Champer- nown	Mortgage
1665, June 22	WALTON, George	Francis Champer- nown	Bond
1674, June 6	WARRINE, Humphrey	William Phillips	Lease

Folio.	Description.
82	Marsh at Totnock and the Willows and 200 acres apiece of adjacent upland.
79	Houses, fishing stage, &c., on Smuttynose island, <i>Isles of Shoals</i> .
104	Housing and flake room on Smuttynose island, <i>Isles of Shoals</i> , and shallop.
52	Meadow north of Blue Point river, in <i>Scarborough</i> , bounded on the east by Piggscat river.
74	Lot granted Berry by town of <i>York</i> .
108	100 acres on Casco bay granted to Moses by George Cleeve and Richard Tucker.
181	Plantation at Papoding in <i>Falmouth</i> .
181	Part payment of consideration of above conveyance.
181	Further payment of consideration of above conveyance.
181	Last payment of consideration of above conveyance.
38	20 acres northeast of C. Ramacke in <i>Kittery</i> .
37	Marsh on island opposite Walton's house at <i>Piscataqua</i> .
38	To warrant above premises.
174	Land in <i>Saco</i> conveyed to Nathaniel Phillips, Sept. 18, 1668, lessee to account to said Nathaniel or his successors if any appear.

Date.	Grantee.	Grantor.	Instrument.
1661, Aug. 19	WATKINGS, Thomas	John, sagamore of Kennebec	Deed
1643, July 15	WEARE, Peter	Sir Ferdinando Gorges, by Thos. Gorges, dep. governor	Grant
1644, Sept. 26	WEARE, Peter	John Allcocke	Deed
1657, June 11	WEARE, Peter, and Christopher Rogers William Davis	Edward Johnson	Deposition
1658, Dec. 7	WEARE, Peter	Robert Knight	Deposition
	WEARE, Peter, see John Gouch		
1672, Dec. 16	WEEKES, Nicholas	Henry Badge et ux.	Deed
1667, Jan. 28	WELLS, Thomas, junior	Thomas Thurlay	Deed
1667, May 24	WHEELEWRIGHT, John	Town of Wells	Survey
1671, July 13	WHEELEWRIGHT, John	Mary Ladbrokee	Deposition
1671, Sept. 21	WHEELEWRIGHT, John	Jonathan Thing	Deposition
1654, June 19	WHITE, John	Town of Kittery	Grant
1672, Nov. 2	WHITTE, Richard	William Graves	Bond
1674, Apr. 13	WHITNEY, Benjamin	Town of York	Grant
1675, Oct. 8	WILLES, Josiah	Robert Thorne-ton et ux.	Deed
1672, Oct. 15	WINCOLL, John	Town of Kittery	Survey
1672, Feb. 28	WINCOLL, John	George Veasy et ux.	Deed

Folio.	Description.
38	Tract extending from the high head on the westerly side of Merrymeeting bay a mile and a half up the river, thence to a brook, and a mile wide at the brook, with 20 acres of marsh on the other side of the river.
179	2 acres marsh called Narrow neck, in <i>Gorgeana</i> .
177	Land in <i>Agamenticus</i> , conveyed to Allcocke by Edw. Godfrey.
179	Concerning the livery of Narrow Neck marsh in <i>York</i> to Weare by Thomas Gorges, who granted at the same time two points of marsh next below to Rogers and Davis.
180	Concerning livery of Narrow Neck marsh, <i>York</i> , to Weare by Thomas Gorges.
193	6 acres adjoining Enoch Hutchings in <i>Kittery</i> .
140	200 acres upland and 42 acres marsh in <i>Wells</i> .
40 41	Tract granted by Henry Boad and Edward Rishworth, commissioners.
102	Concerning the boundaries of his farm in <i>Wells</i> .
104	Concerning bounds of Wheelewright's land in <i>Wells</i> .
108	20 acres on Crooked Lane.
144	Conditioned to pay £4, 8s.
169	10 acres adjoining Henry Sayword.
186	Quitclaim to Chepeag, or Merry's island [in Casco bay.]
126	200 acres adjoining Andrew Searl's grant.
128	50 acres granted Veasy by the town of <i>Kittery</i> .

Date.	Grantee.	Grantor.	Instrument.
	WINSLAND, John, see Edward Bennet		
1674, Feb. 4	WITHERS, Elizabeth	Thomas Withers	Deed
1671, July 24	WITHERS, Mary and Elizabeth	Thomas Withers	Deed
1671, Apr. 25	WITHERS, Sarah, and John Shapleigh	Thomas Withers	Deed
1643, Apr. 9	WITHERS, Thomas	Sir Ferdinando Gorges, by Thomas Gorges dep. governor	Deed
1643, Mar. 1	WITHERS, Thomas	Sir Ferdinando Gorges, by Thomas Gorges dep. governor	Deed
1644, Mar. 20	WITHERS, Thomas	Sir Ferdinando Gorges, by Richard Vines, steward gen'l	Confirma- tion
1652, May 24	WITHERS, Thomas	Town of Kittery	Grant
1666, Oct. 22	WITHERS, Thomas	Alexander Jones	Deposition
1672, Nov. 20	WITHERS, Thomas	William Addams	Indenture
167 $\frac{2}{3}$, Mar. 14	WITTUM, Peter	Abraham Conley	Deed
1661, Oct. 1	WORMESTALL, Arthur	William Phillips	Deed
1662, June 14	WORMESTALL, Arthur	Thomas Williams	Deed
1662, June 23	WORMESTALL, Arthur	Thomas Williams	Bond
1664, July 2	WORMESTALL, Arthur	Wm. Scadlocke	Deed
1674, July 21	WOSTER, Moses	John Wincoll	Deed
1642, Mar. 10	YORK, inhabitants of	John Allcocke	License

Folio.	Description.
184	18 acres at Eagle point, Spruce creek, and half of house lot in <i>Kittery</i> , subject to life estates; also bill against town for £22.
133	Island between Strawberry bank and his house in <i>Kittery</i> , reserving house lot for James Heard.
156	Half of farm at Oak point on Spruce creek, and half of grantor's homestead after his decease.
6	4 acres meadow on Spruce creek, <i>Kittery</i> .
6	400 acres on the northeast side of <i>Piscataqua</i> river, and two islands containing 280 acres.
3	600 acres at head of Spruce creek, <i>Kittery</i> , formerly granted by Thomas Gorges.
7	800 acres near head of Spruce creek, including 100 acres at Eagle point and 100 acres at Martin's cove.
23	Concerning grant to Withers on Spruce creek, in <i>Kittery</i> .
141	Of apprenticeship.
130	3½ acres between Conley's marsh and <i>Kittery</i> highway.
124	Upland at Otter creek in <i>Saco</i> .
125	Half of message of 120 acres at Winter Harbor, <i>Saco</i> .
126	Covenanting to warrant above premises.
124	12 acres marsh on Little river in <i>Saco</i> .
188	200 acres in <i>Kittery</i> , on the great river above Salmon falls.
177	To use his spring.

INDEX OF OTHER PERSONS.

- Abbett, Abbet, Abett, Abite,
 Richard, 185.
 Thomas, 141, 143.
 Walter, 143.
 Abumhaman, sagamore, 190.
 Addams,
 Christopher, 150.
 David, 27.
 Philip, 91, 110, 169.
 Addington, Isaac, 158.
 Alger, Auger, Ager,
 Andrew, 94, 173.
 Arthur, 52, 53.
 John, 170.
 Allanson,
 Mathew, 149.
 Ralph, 133.
 Allard, see Allward.
 Allcocke, Alcock,
 Job, 90, 152.
 John, 43, 74, 99, 110, 113, 177, 178.
 Allexander, Richard, 143, 156, 188.
 Allicett, John, 124.
 Aline, Joseph, 190.
 Allward, Allard,
 Hugh, 13, 113.
 Andrews, Andrus,
 Edward, 41.
 Jane, 37.
 John, 92, 146.
 Samuel, 36.
 Mr., 36.
 Anger, Samson, 34, 43, 164.
 Antrobus, William, 79, 93.
 Ash, William, 161.
 Attwell, Joan, 128.
 Auger, see Alger.
 Austin, Austine,
 Joseph, 142.
 Matthew, 74, 110, 130.
 Samuel, 104, 110, 145, 166.
 Sarah, 91.
 Avent, Mr., 64.
 Backehouse, Backus,
 Francis, 110, 146, 187.
 Bailiff, see Bayley.
 Ball, John, 156, 184.
 Baltimore, lord, 17, 18.
 Banefeild, Christopher, 141.
 Banes,
 Lewis, 51.
 Mr., 169.
 Bankes,
 Richard, 43, 110, 112, 177, 178,
 179.
 goodman, 110.
 Barber, James, 166.
 Barefoote, Walter, 8, 45, 101, 109
 118, 156.
 Barker, Thomas, 175.
 Barlow, 170.
 Barnard, Benjamin, 176.
 Barrett, Barret,
 John, 73, 92, 93, 120, 137, 140,
 166.
 Mary, 102.
 Barson, Richard, 55.
 Barton, Robert, 20.
 Baston, Bestone,
 John, 8.
 Thomas, 13, 162.
 Bates, John, 151.
 Batson, Stephen, 91.
 Batt,
 Christopher, 188.
 Paul, 188.
 Batten, William, 24.
 Bayley, Bayly, Bailiff,
 Elthin, 53.
 James, 97.
 Jonas, 53.
 Beane, Lewis, 164.
 Beeres, Eleazar, 188.
 Beeson, Thomas, 1, 148, 165.
 Bellchar, Mr., 104.
 Bellingham, Billingham,
 Richard, 46, 107, 135.

- Bendell, Philip, 8.
 Bennett,
 Elisha, 169.
 secretary, 19.
 Best,
 George, the elder, 64.
 George, the younger, 64.
 John, 64.
 daughter of George the elder, 64.
 Bestone, see Baston.
 Be. ter, Mr., 150.
 Blackstoon, William, 111.
 Boad, Bode,
 Henry, 40, 41.
 Boaden, John, 185.
 Bolles, Bolls,
 Joseph, 73, 82, 130, 159, 161,
 179, 187.
 Mary, 82, 130, 159.
 Samuel, 82.
 Bond, Nicholas, 155.
 Bonighton,
 John, junior, 37.
 Richard, 10.
 Booth,
 Deborah, 11.
 Robert, 11, 27, 37, 124, 125.
 Simon, 140.
 Brackett,
 Anthony, 183.
 Thomas, 183.
 Bradbury, Thomas, 121.
 Braddicke, Nicholas, 9, 10.
 Bragdon,
 Arthur, 74, 112, 178.
 Thomas, 43, 67, 164.
 Brakenbury, John, 47.
 Brawn, Brawne, Brane,
 John, 99, 152, 180.
 Bray,
 Joan, 93.
 John, 144.
 Brickendon, Robert, 49.
 Britton, William, 174.
 Broughton,
 George, 148, 185, 188.
 Thomas, 97, 187.
 Brown,
 Henry, 37, 140.
 Jacob, 192.
 Peter, 121.
 Samuel, 138, 167.
 Bryan, Thomas, 146.
 Buckeland, John, 127.
 Budesarte, John, 23.
 Buge, Henry, 58.
 Bully,
 Nicholas, senior, 182.
 goodman, 182.
 Bunce, Sir James, 17, 18.
 Burgess, Richard, 193.
 Burrage, Burrege,
 John, 25, 154.
 William, 25.
 Bush, John, 91, 95, 123.
 Bushnell, John, 173.
 Bussie, Bussy,
 Simon, 98, 127, 131.
 Cally, Richard, 102.
 Cammock, Cammocke,
 Thomas, 6, 84, 85.
 Margaret, 85.
 Canny,
 Joseph, 141.
 Mary, 141.
 Card, Carde,
 John, 68, 91.
 John, junior, 68.
 Cardogan, Kerdogon,
 Rice, 139.
 Carle, Richard, 112.
 Carr, Sir Robert, 21, 194.
 Carveath, Ezekiel, 135.
 Catchmay, John, 86.
 Chadborn, Chadborne, Chadbourne,
 Chadburne,
 Humphrey, 2, 7, 30, 31, 40, 80,
 83, 108, 141, 175.
 Chambers,
 Edward, 94, 112.
 Thomas, 177.
 Champernowne, Champernown,
 Champernoown, Champernoon,
 Francis, 23, 33, 68, 75, 77, 90,
 108, 109, 113, 119, 122, 134,
 152, 156, 157, 163, 194.
 captain, 42.
 Charles II, king of England, 17.
 Cheeke, Thomas, 176.
 Cheever, Cheevers,
 Samuel, 54, 98.

- Chellson, Chillson,
 Walsingham, 125, 154, 169.
 William, 121.
 Chute,
 James, 79.
 James, junior, 95.
 Clapham, Clappum,
 Arthur, 32, 72, 80, 81, 113, 121.
 Clarke,
 Edward, 41, 123, 184.
 Thaddeus, 183.
 Thomas, 186.
 captain, 34.
 Cleeve, Cleeves, Cleves, Cleavs,
 George, 11, 47, 81, 84, 108, 124,
 132, 174, 183.
 Clementts, Job, 110.
 Cloyse, John, 162.
 Cocke, John, 174.
 Coffen, John, 47.
 Colcord, Edward, 153, 157.
 Cole, Colle, Coole, Coule,
 Isaac, 121.
 Nicholas, 99, 127.
 William, 81.
 Collines, Christopher, 53.
 Comby, Allister, 191.
 Conley, Abraham, 150.
 Cooke,
 Peyton, 46, 139, 153.
 Robert, 114.
 Corbett,
 Abraham, 35, 42, 45, 51, 58, 64, 67,
 71, 112, 115, 116, 118, 134,
 163.
 Alice, the elder, 35, 67, 118, 119.
 Alice, 118, 119.
 Elizabeth, 118, 119.
 John, 118, 119.
 Corbine,
 Robert, 82, 83.
 Lydia, 183.
 Cotton, Cotten,
 Seaborne, 78.
 William, 77.
 Couch, William, 62.
 Cousins, Cosens,
 Thomas, 81.
 Cowell, Richard, 133.
 Cowes, Michael, the elder, 64.
 Cowman, see Cummines.
 Crafford, John, 175, 185.
 Cranch, Andrew, 81.
 Crip, Sir Nicholas, 17.
 Crockett, Crocket, Crockett,
 Ephraim, 75, 91, 92, 118, 167,
 170, 172.
 Thomas, 51, 77, 78, 118.
 Cromell, Philip, 110.
 Croseum, William, 32.
 Cross, John, senior, 161.
 Cummines, Comman, Cowman,
 Richard, 27, 52.
 Curtis, Thomas, 34, 112, 178.
 Cutt,
 John, 56, 58, 79, 91, 94, 103, 113,
 137, 184.
 Richard, 91, 175, 184.
 Robert, 31, 92, 105, 113, 194.
 Cymball, see Kimball.
 Dalton, see Dolton.
 Danforth, Thomas, 98.
 Daniel, an Indian, 191.
 Davenport, Francis, 186.
 Davis, Davies, Daves, Davess,
 Benjamin, 63.
 Emmanuel, 158.
 John, 2, 3, 35, 37, 40, 41, 69, 74,
 91, 103, 107, 110, 118, 120, 127,
 128, 129, 148, 153, 160, 163,
 164, 178, 182, 193.
 Mary, 160.
 Nicholas, 51, 74, 177, 179.
 William, 63, 103.
 Mr., 183.
 Davison, Nicholas, 73.
 Deering, Dereing, Dering,
 Henry, 110.
 Roger, 167.
 Denison, Daniel, 84, 95, 105, 150.
 Denmarke, Patrick, 173.
 Devine, John, 32.
 Dixie, James, 99.
 Dixon,
 Ann, 149.
 Joan, 43.
 Dolton, Dalton,
 Hannah, 57.
 Samuel, senior, 57.
 Donell, Donnell,
 Francis, 43.
 Henry, 43, 116, 178, 179.

- Joseph, 193.
 Samuel, 152, 160, 163, 176.
 Doughty, Thomas, 31, 37.
 Drake,
 Abraham, 121.
 Nathaniel, 121.
 Dudley, Paul, 137.
 Dummer, Shubael, 51, 91, 164.
 Dustine,
 Thomas, 105.
 Elizabeth, 105.
 Dyament,
 Andrew, 113.
 John, 68, 97, 184.
 John, senior, 113.
 John, junior, 113.
 Eaton, John, 146, 147, 159.
 Edge, Robert, 108, 109, 134.
 Edgcome, Nicholas, 5, 26.
 Edwards, Stephen, 143, 144, 163.
 Ellingham, William, 67, 179.
 Ellis, Edward, 39.
 Ellkins, Thomas, 154.
 Ellson, John, 125.
 Emberry [Emery?], James, 162.
 Emery,
 Anthony, 97, 142.
 James, 110, 188.
 John, senior, 150.
 John, junior, 150.
 Endecott, John, 39, 47.
 Endle, Michael, 99.
 Epps,
 Daniel, senior, 145.
 Daniel, junior, 145.
 Elizabeth, 146.
 Everest, Andrew, 147, 180.
 Exton, Dr. John, 17, 18.
 Fabes, John, 9, 58, 79.
 Farrow, George, 75, 187.
 Feild, Joseph, 100.
 Fennicke, John, 193.
 Fillmore, Margaret, 138.
 Finch, Henry, 166.
 Firnald, Furnald,
 Renald, 147.
 Flansell, Rowland, 121.
 Fletcher,
 Pendleton, 97.
 Seth, 11, 122, 123, 126, 130, 140,
 154, 170, 185.
 Foale, John, 174.
 Fœnix, John, 156.
 Ford, Sir Richard, 17, 18.
 Fosse, Mary, 30.
 Foster, Isaac, 187.
 Fox, Jabez, 128, 176.
 Foxwell,
 George, 98.
 John, 25, 53, 54.
 Richard, 13, 41, 55, 85.
 Richard, junior, 53, 54.
 Freathy, 99.
 John, 190.
 William, 49.
 Frossell, Alexander, 32.
 Frost,
 Charles, 3, 31, 56, 68, 69, 72, 107,
 149, 150, 151.
 John, 100.
 Nicholas, 49, 97, 141, 142, 150.
 William, 173.
 goodman, 74.
 Fryer, Nathaniel, 133, 186.
 Furbush, William, 100, 149.
 Gale, see Gayle.
 Garde, Gard,
 Roger, 6, 10, 11, 50, 85, 177.
 Mr., 2.
 Gardiner, Henry, 17.
 Garnesey, William, 121.
 Gattensby, John, 81.
 Gayle, Hugh, 67, 179.
 Geffery, Gefferys, see Jeffery.
 Gendall, Walter, 69.
 Gibbines, Gibbones,
 Ambrose, 17.
 James, 11.
 Gibbs, Robert, 115, 116.
 Gidly, Henry, 132.
 Gilden, Mr., 64.
 Gilles, see Gyles.
 Gillam, Gyllum,
 Joseph, 169.
 Zachary, 181.
 Glanfeild, Peter, 184.
 Godfrey,
 Edward, 10, 17, 18.

-
- Oliver, 177, 178.
 heir of Edward, 18.
 Goodenow, Edward, 123.
 Gooding,
 Daniel, 110, 175.
 Margaret, 31.
 Goodridge, see Gutteridg.
 Gorges,
 Lord Edward, 111.
 Sir Ferdinando, 6, 7, 88, 103,
 110, 179.
 Ferdinando, 158.
 Thomas, 1, 2, 6, 10, 103, 109,
 110, 153, 155, 162, 179, 180.
 Gouch, Gooch,
 James, 100.
 John, 178, 179.
 John, senior, 80, 145.
 Gowen, Gowine,
 William, 90, 141.
 Grant, James, 5, 104, 147, 168.
 Greaves, John, 95.
 Greene, Nicholas, 177, 179.
 Greenfield, Thomas, 46.
 Greenland,
 Henry, 33, 42, 75, 77, 118.
 Mr., 118.
 Greenum, Stephen, 187.
 Griffine, George, 17.
 Gunnisson,
 Hugh, 9, 83.
 Mr., 2.
 Guott, Robert, 8.
 Gutteridg, Goodridge,
 Jeremiah, 170, 172.
 Guy, John, 100.
 Gyles, Gilles,
 Matthew, 57.
 Thomas, 191.
 Gyllum, see Gillam.
 Gynkes, see Jinkes.

 Hackeley, William, 191.
 Hadley, Joseph, 151.
 Hale, John, 145.
 Halie, Haalie, Hawly,
 Thomas, 5, 14.
 Sarah, 124.
 Hall,
 Ralph, 192.
 William, 169.

 Hamm, Matthew, 81.
 Hammett, Thomas, 69, 100.
 Hammling, Ezekiel, 47.
 Hammond, Hammonds,
 Jonathan, 148, 161, 162.
 Joseph, 49, 155, 161, 186.
 William, 40, 41, 110, 127, 148,
 150, 153, 167.
 Harbert, Sylvester, 8.
 Harker, John, 180.
 Harmon, Sarah, 6.
 Harris,
 George, 148.
 William, 32.
 Harvey, Harvy, Harvie,
 Elizabeth, 183.
 John, 68, 84, 109, 115, 116.
 Onesiphorus, 71.
 Haskins, see Heskines.
 Hathorne, see Hawthorne.
 Hatch,
 Philip, 151, 152, 155, 180.
 Patience, 180.
 Hawly, see Halie.
 Hawthorne, Hathorne,
 John, 65, 168.
 Hayes, Hays,
 Edward, 150, 187.
 Haynes,
 Margery, 181.
 William, 181.
 Heard, Hurd,
 James, 7, 31, 97, 133, 134, 149.
 John, 100, 110, 141, 161, 186.
 Henderson, John, 185.
 Heskines, Nicholas, 153.
 Hethersay, Robert, 104.
 Hewes, Hows,
 Joshua, 166.
 Hickes, Richard, 94.
 Higgon, Walter, sagamore, 45.
 Hill, John, 97.
 Hilton,
 Edward, 33, 111.
 Rebecca, 33.
 William, 74, 178.
 Hitchcocke, Hitchkox,
 Richard, 27, 125, 126.
 Hobart, Gershom, 137.
 Hobbs, Christopher, 154, 169.

- Hobby,
Ann, 166.
William, 166.
- Hodg, John, 184.
- Hodges, Humphrey, 173.
- Hooe, Robert, see Robert-Hooe.
- Hooke,
Francis, 14, 26, 83, 95, 124, 128,
146, 194.
William, 110, 166.
- Houtchin, Enoch, 193.
- Howard, William, 76.
- Howell,
John, 54, 170.
Morgan, 82, 120.
- Howett, John, 104.
- Hubbard, Jeremiah, 78, 112.
- Hubbert, Nathaniel, 67, 169.
- Hukeley, William, 128.
- Hull, Joseph, 179.
- Hunkines, John, 137.
- Hunnuell, Richard, 25.
- Hurd, see Heard.
- Hutchinson,
Eliakim, 7, 39, 48.
William, 123.
- Indians, see Abumhaman, Daniel,
Walter Higgon, Joan, Naguas-
qua, Robert Hooe, Robine, Ter-
rumquin, Ugagoyuskite, Wedasa-
wasam, Werumby, Wickwara-
waske.
- Ingersoll, Ingersall,
George, 124, 132.
- Inglesby, old, 155.
- Ixem, Frederick, 15, 17, 19, 20, 21.
- Jackeson, James, 159.
- Jacob,
John, 93.
Sir John, 17, 18.
- James I., king of England, 14, 15,
22, 87.
- Jeffary, Jefferys, Jefferies,
Diggory, 71, 94, 102, 118.
Patience, 187.
William, 111.
- Jenkins, Junkines, Jinkine,
Renald, 141.
Stephen, 150.
- Jennison, Patrick, 190.
- Jessum, Duncan, 100.
- Jinkes, Gynkes,
Joseph, 177.
Joan, Mrs., an Indian, 191.
- Jocelyn,
Abram, 114.
Henry, 13, 17, 23, 25, 26, 38, 69,
83, 85, 88, 100, 154, 194.
- Johnson,
Benjamin, 88, 89.
Edward, 33, 34, 51, 74, 91, 107,
110, 177, 178, 180.
Francis, 103, 127.
James, 144.
William, 120, 148.
- Jones, Joanes,
Alexander, 3.
Stephen, 100.
Walter, 118.
- Jordan, Robert, 63, 100.
- Joyse, Christopher, 123.
- Junkines, see Jenkinnes.
- Kerdogon, see Cardogan.
- Kimball, Kymball, Cymball,
David, 118.
Thomas, 155.
- King, William, 184.
- Knight, Knights, Knightt, Knightts,
Esther, 129, 130.
Ezekiel, 41, 73, 90, 103, 110, 129,
130.
Ezekiel, senior, 158.
Margaret, 162.
Robert, 3, 74, 99, 148.
Walter, 118, 152.
- Laighton, John, 125.
- Lake, captain, 75.
- Lamb, John, 50.
- Lander, John, 10.
- Lane, John, 135.
- Langham, John, 38.
- Langley, Henry, 144.
- Leach, James, 13.
- Leader,
Richard, 97.
Mr., 96, 176, 185.
- Lee, John, 8.
- Legatt, John, 116.

- Leighton, 150. See Laighton.
 Leverett, John, 18, 48, 172, 173.
 Lewes, Peter, 80.
 Libby, Lybby,
 John, 25, 153, 154.
 Lidden, Lyddine,
 George, 105.
 Littlefeild,
 Agnes, 161.
 Edmund, 73, 149.
 Francis, senior, 95, 103, 130, 149,
 167.
 Francis, junior, 167, 186.
 John, 110, 158, 161.
 Meribah, 167.
 Thomas, 82, 110.
 goody, 146.
 Lockwood, Lockewood,
 Deborah, 94.
 Richard, 89, 94, 96, 152, 193.
 Mr., 118.
 Longley, Thomas, 12.
 Lord,
 Joseph, 150.
 Nathan, 141.
 Robert, 79, 150.
 Loverell, Esther, 129.
 Lowfellow, William, 186.
 Lybby, see Libby.
 Lyddine, see Lidden.
 Lyde,
 Edward, 109.
 Mr., 8.
 Lynde,
 Nathaniel, 145.
 Samuel, 109, 145, 146.
 Lynn, Lynne,
 Ephraim, 128.
 Henry, 148, 162.
 Mrs., 23.
 Machanere, Alexander, 104.
 Mackworth, Mackeworth,
 Arthur, 82.
 Jane, 82.
 Rebecca, 82.
 Sarah, 27.
 Maddiver,
 Joel, 181.
 Rebecca, 181.
 Maisters, see Masters.
- Makshawne, John, 54.
 Manning,
 George, 135.
 John, 146, 147, 162.
 Mare, Walter, 125.
 Markes, Thomas, 167.
 Marshall, Robert, 138.
 Marston, Marstone,
 Ephraim, 162, 189, 190.
 Martine, Martyne,
 Richard, 82, 83, 183, 184, 186.
 Mason,
 John, 18, 19, 20, 21, 22, 23, 195.
 Joseph, 19.
 Robert, *alias* Tufton, 17, 18, 19,
 22, 23.
 Dr. Robert, 17, 18.
 Masters, Maisters,
 Nathaniel, 159, 162,
 Masterson, Maysterson,
 Nathaniel, 53, 55, 126, 137, 168.
 Mavericke, Moses, 128, 156.
 Maxwell, Maxell,
 Alexander, 90.
 Mendum,
 Robert, 2, 68, 184.
 Jonathan, 2.
 Meredeth, Merridah,
 John, 70, 107.
 Merry,
 Mary, 186.
 Walter, 186.
 Michell, Christopher, 10, 128.
 Miller, Richard, 155.
 Mills, Myles,
 John, 153.
 Dr. John, 17, 18, 19.
 Robert, 3, 5.
 Thomas, 82.
 widow, 23.
 Mitchellsonn, Edward, 47.
 Mitton, Mittine,
 Michael, 123, 124.
 Nathaniel, 132.
 Mogaridg, John, 89.
 Montague, see Mountigue.
 More, Moore, Moor,
 Daniel, 174.
 Richard, 23, 154.
 Robert, 32.
 Samuel, 76.

- William, 74, 180, 193.
- Morgan,
 Francis, 9, 10, 12, 58, 72, 75, 76,
 79, 118, 163.
 Sarah, 9, 10, 58, 79, 83.
- Morrall,
 John, 93, 137.
 Sarah, 191.
- Morse, Joseph, 4, 5.
- Morton, Thomas, 86.
- Mosley, Samuel, 107.
- Moudge, Gilbert, 58.
- Mountigue, Griffin, 98, 153.
- Munjoy,
 George, 27, 37, 38, 42, 54, 104, 124,
 133, 135, 174, 176, 181, 183,
 184, 186.
 Temperance, 174.
- Musell, Thomas, 129.
- Mussie, 145.
- Myles, see Mills.
- Naguasqua, an Indian, 113.
- Nason, Nayson,
 Richard, 31.
- Neale, Neal,
 Francis, 14, 27, 55, 69, 94, 100,
 113, 116, 154, 181, 184.
 Walter, 6, 84, 85, 86, 88.
- Newcomb, Newcombe,
 Andrew, 57, 163.
- Nicholson, Humphrey, 19.
- Nicolls,
 Richard, 19, 21, 194, 195.
 Matthias, 21.
- Norton, George, 90, 119.
- Nutter, Hatevill, 141.
- Oakeman, Samuel, 23.
- Oare, James, 140.
- Odihorne, John, 4.
- Odlin, Elisha, 145.
- Off, Ferdinando, 129.
- Oliver,
 Bennett, 121.
 Joseph, 133.
 Richard, 38.
 William, 101.
- Paddy, William, 45, 67, 169.
- Paine, see Payne.
- Palmer,
 George, 71, 108, 109, 134.
 Grace, 140.
 Rachel, 123.
 Richard, 127, 139, 140.
 William, 8, 68, 70.
- Parker,
 George, 3, 100.
 James, 111.
 John, 49, 50, 112.
 John, senior, 160.
- Partridge, John, 144.
- Patteshall, Pattishall, Pateshall,
 Petishall,
 Edward, 189, 190.
 Mary, 189, 190.
 Robert, 24, 40, 125.
 Richard, 173.
- Paul, Paull,
 Daniel, 57, 143.
 goodman, 174.
- Payne, Paine,
 Nicholas, 33, 118.
- Pearse, Pearce,
 John, 89.
 William, 39, 40, 173.
 William, senior, 24, 49.
- Pearson, Peason,
 George, 90, 107, 118, 124, 131.
- Peckett, Christopher, 53.
- Pendleton,
 Bryan, 9, 53, 56, 58, 69, 79, 81,
 97, 94, 98, 113, 114, 122, 126,
 127, 131, 134, 137, 139, 140,
 153, 154, 161, 169, 170, 173,
 174, 175, 183, 185.
 James, 58, 59, 101, 122, 151.
 Mary, 183.
 captain, 113.
 major, 120.
- Penewill, Penewell, Penwill,
 John, 91, 107, 144.
 Joseph, 127, 128.
 Walter, 95.
- Pett, John, 167.
- Phillips,
 Nathaniel, 36, 124, 174.
 John, 94.
 William, 7, 26, 75, 83, 125, 154,
 169, 173.

- Phippen, Joseph, 181.
 Pickard, Edmund, 83.
 Pickerin, John, 121.
 Pike, Robert, 102, 104.
 Pitt, William, 83.
 Pittman, William, 25, 98.
 Plaistead, Playstead,
 Roger, 31, 67, 69, 78, 79, 103, 113,
 128, 130, 149, 155, 159, 161,
 176, 180, 188, 194, 195.
 James, 96.
 Pomery, Joseph, 71.
 Potum, Charles, 137.
 Povey, Thomas, 17, 18, 19.
 Preble,
 Abraham, 160, 165, 169, 172, 176,
 177.
 Abraham, senior, 110.
 Pucke, William, 58.
 Puddington, Pudington,
 George, 179.
 John, 81, 91, 92, 98.
 Pullman, Jasper, 180.
 Pyles, William, 40, 41.
 Pynchon, John, 63.

 Raines, see Raynes.
 Ramacke, Christian, 38, 143.
 Randell, James, 192.
 Ratleffe, Ratliffe,
 John, 167.
 Rawling, Rowling,
 Ichabod, 64.
 Samuel, 64.
 Rawson, Edward, 56.
 Rayner, John, 110.
 Raynes, Raines,
 Francis, 72, 102, 118, 158, 162,
 178.
 Read, Reede,
 John, 73.
 Thomas, 96.
 Readman, John, 121.
 Redding, Thomas, 134.
 Renalds, Renouls, Renols,
 Nicholas, 33, 121.
 William, 98.
 William, senior, 99.
 Rishworth, Rushworth,
 Edward, 1, 3, 8, 9, 10, 12, 24, 25,
 30, 31, 36, 37, 40, 41, 43, 51, 69,
 74, 82, 83, 89, 90, 91, 92, 93,
 98, 100, 104, 107, 110, 112,
 113, 116, 118, 119, 120, 123,
 124, 127, 128, 131, 132, 137,
 138, 139, 141, 146, 147, 148,
 149, 151, 152, 155, 156, 158,
 159, 160, 161, 162, 163, 164,
 165, 172, 174, 180, 182, 187,
 191, 192, 194.
 Edward, recorder, 1-43, 81-195.
 Susanna, 98, 102, 104, 107, 149,
 160, 180.
 Robert-Hoode, sagamore, 13, 190.
 Robine, sagamore, 190.
 Robinson,
 Francis, 154.
 James, 174.
 Stephen, 58, 143.
 Rogers, Christopher, 6.
 Rowling, see Rawling.
 Rundell, Richard, 185.
 Russell,
 Richard, 65, 168, 172, 173.
 Roger, 155.
 Ryall [Royall],
 William, 190.

 Sackevill, Edward, 21.
 Salter, William, 107, 132.
 Saltonstall, Nathaniel, 79.
 Sanders,
 John, 81, 127.
 John, senior, 131.
 Sandord, Thomas, 81.
 Sanford, Santford,
 Elisha, 155.
 Restrom, 36.
 Sanke, Robert, 36.
 Sargeant, Sargent,
 John, 124.
 Stephen, 154, 155, 169.
 Savage,
 Thomas, 111.
 Thomas, junior, 7.
 Sayword, Sayward,
 Henry, 2, 113, 130, 146, 164, 169.
 Scadlocke, Scadlock,
 William, 36, 95, 124.
 Searl, Searle,
 Andrew, 30, 67, 74, 126, 159, 162,
 184.

- Seavy, Thomas, 151.
 Seely, Sealy,
 John, 13.
 William, 80, 104.
 Shapleigh,
 John, 29, 117, 153, 156, 157.
 Nicholas, 1, 2, 11, 28, 29, 31, 34,
 43, 45, 71, 83, 97, 109, 141, 192.
 major, 121, 195.
 Mr., 194.
 Shaw, 170.
 Sheeres, Jeremiah, 68, 147.
 Sheldden, Godfrey, 138.
 Shirborne, Sherbuerne,
 Ambrose, 81.
 John, 77.
 Short, Shortt,
 Clement, 128, 188.
 Richard, 135.
 Shurt, Abraham, 85.
 Simmons, see Symonds.
 Simonds, see Symonds.
 Simson, Symson,
 Henry, 49, 103, 187.
 Henry, senior, 155, 187.
 Skinner, Arthur, 62.
 Sleling, William, 58.
 Smyth,
 James, 32.
 Joan, 159.
 John, 182.
 Rebecca, 105.
 Richard, 85.
 William, 25, 85.
 Snell, George, 12, 99.
 Soule, Nathaniel, 146.
 Souther, Nathaniel, 135.
 Spencer,
 Humphrey, 30.
 Moses, 30, 175, 185.
 Patience, 80.
 Roger, 13, 36.
 Thomas, 79, 97.
 William, 29, 31, 69, 97, 176, 186,
 188.
 Mrs., 30.
 Spinny, Spynny,
 Thomas, 38, 123, 162, 163.
 Spregg [Sprague],
 Daniel, 128.
 Spur, John, 126.
 Spurwell, Timothy, 174.
 Stamford, Thomas, 181.
 Starr, Benjamin, 163.
 Start, Edward, 34, 148.
 Stilman, see Styleman.
 Stocks, Isaac, 161.
 Storer,
 Joseph, 121.
 William, 91.
 Storey, William, 20.
 Stoughton, Stowton,
 William, 137, 191, 192.
 Styleman, Stileman, Stilman,
 Elias, 56, 58, 59, 68, 70, 79, 80,
 96, 97, 108, 109, 110, 113, 114,
 115, 116, 120, 122, 123, 129,
 133, 143, 144, 148, 153, 157,
 163, 170, 172, 184, 185, 192,
 193.
 Elias, senior, 68, 108.
 Mary, 59, 114, 129.
 Richard, 4, 5, 9, 10, 59, 79, 84,
 100, 109, 121, 143.
 Sumner, William, 101.
 Summers, Charles, 133.
 Sweit, Dr. Giles, 17, 18.
 Symonds, Symons, Symmons,
 Andrew, 120.
 Harlakenden, 73, 95.
 John, 7, 97, 155.
 Samuel, 75, 95, 137, 141.
 William, 166.
 William, (recorder's error for
 Welthin), 58.
 goodman, 174.
 Symson, see Simson.
 Tamling, John, 7.
 Tankine, David, 99.
 Taprill, Robert, 38.
 Taylour, Tobias, 101.
 Tebbut, Tebbutt,
 Francis, 166.
 Terrumquin, sagamore, 190.
 Tharley, see Thurlay.
 Thomas, see Tommass.
 Thorne, Andrew, 14.
 Thurlay, Tharley,
 Francis, 141.
 Richard, 141.

- Thwat, Thwayt,
Alexander, 32.
- Tillton, Tylton,
Abraham, 103, 167.
- Ting, see Tyng.
- Tommass,
James, 143.
Ryce, 2, 113, 118, 152.
- Tomson, Tompson,
Miles, 97, 137, 161.
- Toule, Tol,
John, 154, 184, 185.
- Tozier, Richard, 97, 98.
- Trafton, Thomas, 74, 180.
- Treworgye, Nicholas, 6.
- Tricky, Francis, 107.
- Trott, Trot,
John, 148, 150.
goody, 81.
- Trustrum,
Anna, 183.
Ralph, 27, 126, 174.
- Tucker, Richard, 6, 26, 36, 41, 68,
84, 108, 151.
- Tuckerman, Nicholas, 163.
- Tuften, see Robert Mason.
- Turbutt, Turbet,
John, 140.
Mary, 140.
Peter, 95.
- Turner,
Ephraim, 24, 155, 182.
Ralph, 183.
Dr. William, 17, 18.
- Twisden,
John, 3, 34, 130, 144, 164, 165,
178, 179.
Peter, 110, 178.
- Tyng, Ting,
Edward, 24, 67, 76, 84, 98, 146,
166, 169, 173.
Jonathan, 47.
- Ugagoyuskit, an Indian, 113.
- Vaughan,
George, 111.
Mr., 150.
- Venney, Roger, 131.
- Vickars, Roger, 55.
- Vines,
Richard, 2, 3, 6, 23, 37, 85, 88.
Mr., 103.
- Waddocke, Henry, 26, 27.
- Wade, Jonathan, 122.
- Wadleigh,
John, 145.
Robert, 42, 82, 145.
Sarah, 44.
- Waite, see Wayte.
- Wakefeild,
John, 46, 91.
Mary, 46.
- Waldern, Wallden, Walden, Wal-
din,
Alexander, 186.
Richard, 56, 81, 82, 102, 104, 110,
117, 130, 143, 149, 175.
William, 3, 23.
major, 191.
- Walker, Waker,
Isaac, 12, 55, 74, 80, 173.
Obadiah, 189.
- Wallen, Anna, 102.
- Wallis, Nathaniel, 174.
- Walton, Abishag, 38.
- Wardell, William, 140.
- Warriner, Thomas, 73.
- Warwick, Robert, earl of, 88, 111.
- Watkins, Watkins,
Thomas, 117, 119, 153, 156, 157.
- Watts, Henry, 111, 138.
- Waylkum, [Welcome], Robert, 122.
- Wayte, Richard, 76.
- Weare,
Peter, 2, 51, 53, 65, 70, 74, 80, 92,
130, 165, 169, 177, 178, 179.
Peter, senior, 139, 164.
Peter, recorder, 43—81.
- Webber, Mary, 32.
- Wedasawasam, an Indian, 191.
- Weekeham, John, 169.
- Werumby, sagamore, 190.
- West, John, 37, 84, 94, 140.
- Whelewright,
John, 130.
Samuel 40, 91, 92, 93, 127, 146,
148, 150, 155, 161, 166, 167,
180, 182, 186, 192.
Mr., 110, 140.

-
- | | |
|--|---|
| <p>Whitte, Whytt,
Daniel, 181.
Nicholas, 100, 134,
Richard, 74.
Whittwell, William, 132.
Wickham, see Weekeham.
Wickwarawaske, sagamore, 113.
Wiggin, Thomas, 111, 192.
Willard, Simon, 145, 176.
Williams,
Henry, 14.
Jinkine, 184.
Thomas, 11, 27, 37, 124, 125.
Willine, Roger, 94.
Willoughby, lord, 17, 18.
Wills,
John, 139.
Thomas, 100, 113, 126.
Willson, John, 155.
Wincoll, John, 26, 30, 31, 67, 69,
97, 103, 104, 107, 126, 141, 155,
185, 188.</p> | <p>Winter, John, 85.
Withers,
Thomas, 1, 2, 31, 97, 100, 120,
166.
Mary, 184.
Witter, Thomas, 92.
Woofe, Francis, 34.
Woolcocke, Edward, 193.
Woolcott, John, 140.
Woolfe, William, 113.
Wormestall, Wormstall,
Arthur, 69, 126.
Wormewood, William, 13.
Wright, Henry, 96.

Young,
Joan, 33.
Richard, 120.
Rowland, junior, 148.</p> |
|--|---|

INDEX OF PLACES.

- Agamenticus, afterward Gorgeana and York, 176, 177, 178, 179.
 commons, 176.
 highway, 176, 177.
- Agamenticus or York river, 176, 177, 179, 193.
 river of Gorgeana, 179.
- Agawam, or Southampton, island northwest of Cape Ann, 22.
- Alger's creek, Scarborough, 170.
- America, 14, 15, 20, 21, 23, 65, 75, 85, 87, 111, 132, 168, 172.
- Anthony's point, Kittery, 109.
- Arania, or Aranja, fort of, fort Orange, 38.
- Asabumbeduc river, Newgewanac, 69.
- Barbadoes island, 5, 26, 41, 116.
- Barberry creek, Falmouth, 124.
- Batson's neck, Cape Porpoise, 153.
- Batten's island, Saco, 124.
- Beaver pond, Cape Porpoise, 129.
- Birch point, Kittery, 109, 110.
 brook, 161, 191.
- Black creek, Kittery, 141.
- Black Point, Scarborough, 6, 7, 23, 25, 52, 84, 85, 100, 138, 149, 153, 154.
 Spurwink, 100.
- Black Point river, 6, 23, 84, 85, 86, 87.
 called Mills river, 84.
- Blue Point, Scarborough, 53.
- Blue Point river, 52, 113.
- Bonabisse [Baunag Beg] pond, 69.
- Bonighton's island, Saco, 37.
- Boston, Massachusetts, 7, 18, 19, 25, 33, 35, 38, 39, 46, 47, 52, 56, 57, 63, 65, 74, 75, 90, 98, 99, 103, 108, 114, 116, 127, 144, 145, 146, 150, 154, 166, 167, 168, 169, 172, 174, 181, 186, 191, 192, 194.
- Bound house, Massachusetts line, 18.
- Braveboat harbor, Kittery, 10, 89, 92, 114, 156, 172.
- Cape Ann, 14, 16, 22.
 also called Trabigganda, 22.
- Cape Elizabeth, 111.
- Cape Neddick, York, 67, 110, 147, 172, 187.
 beach, 178, 179.
 marsh, 147, 160.
 pond, 175.
 river, 130.
- Cape Porpoise, 75, 81, 94, 98, 99, 111, 120, 123, 124, 127, 129, 131, 137, 139, 140, 153.
 Batson's neck, 153.
 Beaver pond, 129.
 Folly island, 123.
 Goat island, 123.
 Green island, 123.
 Halibut point, 153.
 Kennebunk, 99.
 Little river, west of the Cape, 129.
 Long cove, 139.
 Middle creek, 129.
 Scadlock's island, 97.
- Cape Porpoise river, 114, 144, 145, 159, 163.
- Capisic, Falmouth, 132, 183.
- Casco, afterward Falmouth, 13, 14, 27, 46, 47, 116, 181, 183.
- Casco bay, 13, 14, 69, 100, 108, 123, 124, 132, 181, 188, 189, 190, 191.
 Chepeag island, 186.
 Hog island, 46, 47.
- Champernowne's house, Kittery, 89, 108, 109, 134.
- Champernowne's island, Kittery, 37, 42, 114, 152, 157.
 Peirce's landing, 114.

- Charlestown, Massachusetts, 23, 46, 135, 136.
 Chepeag or Merry's island, Casco bay, 186.
 Church point, Saco, 10.
 Cocheeo, afterward Dover, New Hampshire, 141.
 Cockell village, Scarborough, 149.
 Coffinswell, Devonshire, England, 121.
 Cold harbor, Kittery, 150, 187.
 Combintinhead, Devonshire, England, 64.
 Lower Gabwell, 64.
 Connecticut, see New London.
 Cornwall county, England, 62.
 Cow island, Saco, 140.
 Coxhall, 75, 95.
 Cranberry marsh, Saco, 182.
 Crooked Lane, Piscataqua river, 83, 107, 108, 113, 147.
 Crosse's brook, Wells, 104.
 Cutcheca, see Cocheeo.
 Damariscove, see New Damariscove.
 Dartmouth, Devonshire, England, 4.
 Davis brook, Saco, 182.
 Devon county, England, 4, 14, 20, 21, 62, 64, 121.
 Combintinhead, 64.
 Dartmouth, 4.
 Pinhoe, 121.
 Plymouth, 14, 20, 21, 62.
 Devon county, Maine, 176, 177.
 Dover, New Hampshire, 42, 110, 118, 128, 137, 141.
 Cocheeo, 141.
 Drake's island, Wells, 100.
 Duck pond, Saco, 124, 125.
 Dunstan, Scarborough, 170.
 Duxbury, Wells, 162.
 Eagle point, Spruce creek, Kittery, 7, 23, 70, 184.
 Eastfield or Westfield plantation, Saco, 154, compare 169.
 Emery's point, Kittery, 162.
 England, 4, 14, 15, 17, 62, 141.
 Coffinswell, 121.
 Combintinhead, 64.
 England, continued.
 Cornwall county, 62.
 Dartmouth, 4.
 Devon county, 4, 14, 20, 21, 62, 64, 121.
 London, 7, 17, 18, 19, 20, 21, 39, 169.
 Middlesex county, 127.
 Parham, 17, 18.
 Pinhoe, 121.
 Plymouth, 14, 20, 21, 62.
 Wapping, 127.
 Westminster, 14, 15.
 Eppsraeth, Wells, 158.
 Essex county, Massachusetts, 75, 95, 122, 140, 145, 149, 161.
 Falmouth, 27, 100, 116, 123, 132, 174, 183. See Casco.
 Barberry creek, 124.
 Capisic, 132, 183.
 Island marsh, 124.
 Long marsh, 124, 183.
 Mackworth's island, 27.
 Papuding, 69, 100, 181.
 Round cove, 174.
 Round marsh, 183.
 Skitterygusset creek, 27.
 Spurwink, 69, 84, 133.
 Well cove, 174.
 Fishing islands, Kittery, 114.
 Folly island, Cape Porpoise, 123.
 Fort James, New York, 194.
 Fowling marsh, or great marsh, Kittery, 109, 110.
 Gibbons island, Saco, 97.
 Gloucester, Massachusetts, 75, 95.
 Goat island, Cape Porpoise, 123.
 Goose cove, Spruce creek, Kittery, 13.
 Goose creek, Spruce creek, Kittery, 9.
 Goosefare, Saco, 27.
 river, 5, 26, 41.
 Gorgeana, afterward York, 49, 177, 178, 179.
 river, 179.
 Gorges creek, York, 2, 179.
 Grantus island, Kittery, 83.
 Great island, New Hampshire, 121, 148, 153, 172, 184, 192, 193.

- Great island, York, 43.
 Great [Salmon Falls] river, 126, 188.
 Green island, Cape Porpoise, 123.
 Gurnet's nose, York, 179, 180.
 Halibut point, Cape Porpoise, 153.
 Hampton, New Hampshire, 57, 121, 159, 162.
 Harker's island, York harbor, 160.
 Hawley's creek, Saco, 5.
 Hog island, Casco bay, 46, 47.
 Hog Island, Isles of Shoals, 4, 93, 161.
 Ipswich, Massachusetts, 75, 79, 95, 104, 122, 137, 140, 145, 146, 149, 161.
 Island marsh, Falmouth, 124.
 Islands mentioned without names, Piscataqua river, 6, 133, 147, 157.
 York harbor, 193.
 York river, 43.
 Isles of Shoals, 15, 16, 22, 32, 57, 58, 71, 72, 79, 80, 81, 83, 93, 99, 100, 101, 104, 105, 121, 122, 149.
 Hog island, 4, 93.
 Malaga island, 81, 101.
 Smuttynose island, 32, 57, 72, 79, 80, 83, 99, 105, 149.
 Star island, 58.
 Jeremysquam bay, 127.
 Jeremysquam river, 8.
 Jocelyn's hill, Scarborough, 114.
 Jonas's brook, Spurwink, 133.
 Kennebec, 39, 190.
 Kennebec river, 8, 32, 38, 122, 127, 152. See Sagadahoc river.
 Merrymeeting bay, 38.
 Kennebunk, Cape Porpoise, 99.
 Kennebunk river, 45, 46, 95, 114, 145.
 Kittery, previously Piscataqua, 2, 7, 8, 9, 11, 21, 27, 31, 33, 34, 40, 42, 43, 49, 57, 58, 64, 67, 68, 69, 70, 71, 74, 75, 76, 78, 79, 80, 89, 93, 96, 97, 100, 101, 105, 107, 108, 109, 110, 112, 114, 118, 119, 120, 122, 123, 127, 128, 130, 133, 134, 135, 137, 138, 141, 143, 144, 147, 149, 150, 151, 152, 153, 155, 156, 161, 162, 163, 169, 170, 172, 175, 176, 184, 185, 186, 187, 188, 191, 192, 193. See Kittery Point, Newgewanac, and Spruce Creek.
 Anthony's point, 109.
 Birch point, 109, 110, 161, 191.
 Black creek, 141.
 Boiling rock, 144.
 Braveboat harbor, 10, 89, 92, 114, 156, 172.
 bridge, 187.
 Broad cove, 184.
 the Cedars, 186.
 Champernowne's house, 89, 108, 109, 134.
 Champernowne's island, 37, 42, 114, 152, 157.
 Cold harbor, 150, 187.
 common, 97, 128, 175, 185, 188.
 Emery's point, 162.
 Fishing islands, 114.
 Fowling marsh, 109, 110.
 Grantus island, 83.
 great cove, 57.
 great marsh, 109.
 great swamp, 80, 97.
 heathy marsh, 141.
 highways, 131, 155, 161, 187.
 hill pond, 142.
 Lay Claim island, 147.
 little hill marsh, 141.
 marsh islands, 172.
 Mast cove, 151.
 Morgan's point, 153.
 Old Ground point, 141.
 Palmer's point, 184.
 rocky hills, 137.
 Round marsh, 142.
 Sturgeon creek, 28, 29, 30, 31, 130, 141, 161, 186, 187.
 swamp brook, 142.
 Wood island, 114.
 York pond, 150.
 Kittery parish, 38.
 Kittery Point, 76, 89, 116, 117, 118, 121, 153, 155, 192.
 brewhouse, 43, 44, 76.
 warehouse, 89.

Kitteryng, *alias* Kittery, 135.

Lay Claim, island, Kittery, 147.

Little river, boundary of Cape Porpoise and Saco, 94, 97, 120, 124, 137.

Little river, branch of Newgowaac river, 96, 126.

Little river, Cape Porpoise, west of the Cape, 129.

Little river, York, 110, 179.

London, England, 7, 17, 18, 19, 20, 21, 39, 169.

the Exchange, 17.

St. Nicholas lane, 19.

Westminster, 14, 15.

Whitehall, 17.

Long cove, Cape Porpoise, 139.

Long marsh, Falmouth, 124, 183.

Lynn, Massachusetts, 3.

Mackworth's island, Falmouth, 27.

Maine, 2, 3, 5, 6, 11, 17, 18, 23, 25, 26, 27, 33, 34, 39, 41, 42, 43, 47, 49, 57, 64, 65, 67, 70, 75, 76, 81, 84, 85, 90, 91, 92, 93, 98, 99, 100, 101, 103, 109, 112, 124, 127, 132, 133, 134, 135, 139, 141, 153, 154, 168, 169, 170, 172, 176, 177, 179, 181, 194.

Malaga island, Isles of Shoals, 81, 101.

Manhattan island, New York, 194.

Maquoit bay, Wescustogo, 134.

Marblehead, Massachusetts, 7.

Mare point, Wescustogo, 134.

Mare's brook, Saco, 125.

Marsh islands,

Cape Porpoise, 97.

Kittery, 172.

York, 160, 180.

Martin's cove, Spruce creek, Kittery, 7.

Maryland, 150.

Masonia, Sagadahoc river, 15, 16, 22.

Massachusetts, 17, 18, 19, 22, 47, 65, 75, 96, 103, 110, 119, 122, 127, 136, 145, 161, 166, 168, 172, 175, 182, 185, 186, 188, 191.

Massachusetts, continued.

great river of, 22.

Boston, 7, 18, 19, 25, 33, 35, 38, 39, 46, 47, 52, 56, 57, 63, 65, 74, 75, 90, 98, 99, 103, 108, 114, 116, 127, 144, 145, 146, 150, 154, 166, 167, 168, 169, 172, 174, 181, 186, 191, 192, 194.

Bound house, north line, 18.

Cape Ann, 14, 16, 22.

Charlestown, 23, 46, 135, 136.

Essex county, 75, 95, 122, 140, 145, 149, 161.

Lynn, 3.

Marblehead, 7.

Newbury, 140.

Norfolk county, 57, 104, 114, 121, 134.

Salem, 15, 16, 189, 190.

Salisbury, 102, 104, 178.

Suffolk county, 57, 65, 75, 168.

Mast cove, Kittery, 151.

Merrimac river, 18.

Merryland, see Myreland.

Merrymeeting bay, Kennebec river, 38.

high head, 38.

Merry's island, see Chepeag.

Middle creek, Cape Porpoise, 129.

Middlesex county, England, 127.

Mill creek, York, 34, 162, 165.

Mills river, Black Point river, 84.

Montswear bay, Sheepscoot, 8.

Morgan's point, Kittery, 153.

Mousam mills, Wells, 144, 167.

Myreland [Merryland], Wells, 92, 93.

Maryland, 166, 167.

Naumkeag, afterward Salem, Massachusetts, 15, 16.

Naumkeag river, 14, 16.

Naumbec, 22.

Nauseag or Nequasset, see Tuessic.

Newbury, Massachusetts, 140.

New Damariscove, 166. —

New England, 4, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 26, 27, 33, 38, 39, 46, 47, 62, 65, 67, 69, 70, 82, 84, 85, 87, 91, 92, 93, 94, 95, 96, 99, 100, 103, 108, 110, 111,

- New England, continued.
 116, 117, 119, 121, 124, 127, 132,
 134, 135, 136, 139, 140, 141, 144,
 145, 146, 147, 148, 149, 154, 155,
 157, 158, 160, 161, 163, 166, 167,
 168, 169, 172, 174, 175, 178, 179,
 180, 181, 182, 185, 186, 187, 188,
 189, 190, 191, 193, 195.
- Newgewanac, or Newichewanoc,
 Kittery, 19, 28, 29, 31, 69, 148,
 149, 188.
 Asabumbeduc river, 69.
 Bonabisse pond, 69.
 Little river, 96, 126.
 Quamphegan, 79.
 Saco pond, 97.
 Salmon falls, 40, 96, 126, 188.
 Tomtinker's swamp, 31, 80, 96,
 97.
 Unity parish, 27, 28, 80.
 Wilcox pond, 175.
- Newgewanac river, 14, 15, 16, 22,
 100.
 called Great river, 126, 188.
 called Salmon Falls river, 96.
 falls, 175.
- New Hampshire, 15, 16, 17, 18, 19,
 20, 21, 22. See Norfolk county.
 Dover, 42, 110, 118, 128, 137,
 141.
 Great island, 121, 148, 153, 172,
 184, 192, 193.
 Hampton, 57, 121, 159, 162.
 Oyster river, 67.
 Portsmouth, 9, 42, 58, 59, 68, 74,
 76, 79, 80, 83, 84, 93, 97, 99,
 101, 105, 108, 109, 113, 114,
 120, 121, 123, 133, 134, 137,
 143, 144, 148, 151, 153, 157,
 162, 163, 184.
 Thompson's point, 100.
- New London, Connecticut, 49.
 New Plymouth, 186.
 New York, 194. See Arania and
 Fort James.
- Norfolk county, Massachusetts, 57,
 104, 114, 121, 134.
 Hampton, 57.
 Portsmouth, 114, 134.
 Salisbury, 104.
- Oak point, Spruce creek, Kittery,
 156.
 Oawascoage [Oriscoag] river, Scar-
 borough, 114.
 Ogunquit, Wells, 161, 166, 167.
 Ogunquit river, Wells, 102, 103,
 104, 110, 130, 146, 162.
 falls, 40, 122.
 lower falls, 103.
 west branch, 162.
 Osibey [Ossipee], 116.
 Otter creek, Saco, 5, 125.
 Oyster river, New Hampshire, 57.
- Papuding [Papuduc], Falmouth,
 69, 100, 181.
 Parham, England, 17, 18.
 Palmer's point, Kittery, 184.
 Parker's head, Sagadahoc river, 13.
 Parker's neck, Saco, 11, 154, 169,
 174.
 Patuxent, Maryland, 150.
 Pemaquid, 173.
 Piggsceat river, Scarborough, 52.
 Pine creek, Scarborough, 23, 138,
 Pine tree creek, 154.
 Pine point, Spruce creek, Kittery,
 2, 23, 93.
 Pine point [Scarborough], 181.
 Pinhoe, Devonshire, England, 121.
 Piscataqua, afterward Kittery, 3,
 6, 13, 15, 19, 37, 81, 91, 92, 93,
 95, 141, 144, 157, 163, 179, 189.
 Piscataway, 22.
 Piscataqua harbor, 14, 15, 16, 19,
 22, 114.
 Piscataqua or Piscataquake river,
 6, 9, 19, 21, 42, 58, 59, 68, 74, 76,
 79, 83, 99, 100, 101, 105, 107,
 108, 109, 116, 117, 128, 134, 135,
 143, 147, 148, 151, 153, 155, 162,
 163, 167, 174, 184, 187, 192.
 back cove, 38.
 Crooked Lane, 83, 107, 108, 113,
 147.
 islands unnamed, 6, 133, 147, 157.
 long reach, 38.
 Plymouth, Devonshire, England,
 14, 20, 21, 62.
 Plymouth colony, see New Ply-
 mouth.

- Portsmouth, New Hampshire, 9,
 42, 58, 59, 68, 74, 76, 79, 80, 83,
 84, 93, 97, 99, 101, 105, 108, 109,
 113, 114, 120, 121, 123, 133, 134,
 137, 143, 144, 148, 151, 153, 157,
 162, 163, 184.
 Strawberry Bank, 133.
 Portsmouth, Rhode Island, 150.
 Pungustuc, Wescustogo, 188, 189,
 190, 191.
 Quamphegan, Newgewanac, 79.
 Redding's island, Wescustogo, 134.
 Rhode Island, 150.
 Round cove, Falmouth, 174.
 Round marsh, Falmouth, 183.
 Round marsh, Kittery, 142.
 Saco, 5, 6, 7, 10, 11, 13, 25, 26, 27,
 36, 37, 41, 45, 63, 84, 85, 93, 94,
 120, 124, 126, 132, 137, 154, 169,
 174, 182, 185. See Swankadoc.
 Batten's island, 124.
 Bonighton's island, 37.
 bridge, 125.
 Church point, 10.
 Cow island, 140.
 Cranberry marsh, 182.
 Davis brook, 182.
 Duck pond, 124, 125.
 Eastfield plantation, 154.
 Gibbons island, 97.
 Goosefare, 27.
 Goosefare river, 5, 26, 41.
 Hawley's creek, 5.
 little falls, 37.
 Mare's brook, 125.
 Otter creek, 5, 125.
 Parker's neck, 11, 154, 169, 174.
 sandy ridge, 26.
 Smith's brook, 10.
 Swan Pond creek, 39.
 Timber island, 95.
 Westfield plantation, 169.
 West's brook, 140.
 West's ditch, 140.
 West's point, 94.
 Winter Harbor, 23, 35, 36, 39,
 47, 65, 69, 97, 125, 126, 135,
 139, 160, 168, 172, 181, 193.
 Wood island, 97.
 Saco bay, 6, 84, 86.
 Stratton's islands, 6, 7, 85, 86.
 Saco pond, Newgewanac, 97.
 Saco or Swankadoc river, 5, 10, 23,
 36, 39, 45, 47, 63, 65, 136, 154,
 168, 169, 172, 181, 182, 185.
 falls, 23, 35, 39, 40, 46, 47, 65,
 132, 168, 182.
 great falls, 63.
 lower falls, 172.
 Salmon falls, 46, 136, 172, 173.
 silver mines, 136, 137.
 Sagadahoc river, 13, 15, 16, 22.
 See Kennebec.
 Masonia, 15, 16, 22.
 Parker's head, 13.
 Tuessic, 32.
 Winnegance creek, 13.
 Winneganseag, 32.
 Winslow's rocks, 32.
 Salem, Massachusetts, 189, 190.
 Naumkeag, 15, 16.
 Salisbury, Massachusetts, 102, 104,
 178.
 Salmon falls, Newgewanac, 40, 96,
 126, 188.
 Newgewanac falls, 175.
 Salmon falls, Saco river, 46, 136,
 172, 173.
 Salmon Falls or Newgewanac riv-
 er, 96.
 Great river, 126, 188.
 Sandy point, Wescustogo, 134.
 Scadlock's island, Cape Porpoise,
 97.
 Scarborough, 52, 53, 55, 100, 113,
 149, 154, 170.
 Alger's creek, 170.
 Black Point, 6, 7, 23, 25, 52, 84,
 85, 86, 87, 100, 138, 149, 153,
 154.
 Blue Point, 52, 53, 113.
 bridge, 138.
 Cockell village, 149.
 Dunstan, 170.
 Jocelyn's hill, 114.
 Libby's landing, 138.
 Oawascoage river, 114.
 Piggsat river, 52.
 Pine creek, 23, 138, 154.

- Scarborough, continued.
 Pine point, 181.
 the Pines, 53.
 Spurwink, 100.
 Stratton's islands, 6, 7, 85, 86.
 Scituate marsh, York, 165.
 Scotland, York, 110.
 Sheepscot, 8, 118, 152.
 Jeremysquam bay, 127.
 Jeremysquam river, 8.
 Montswag bay, 8.
 Wiscasset bay, 8.
 Sheepscot river, 8, 122.
 Silver mines, Saco river, 136, 137.
 Skitterygusset or Sittagusset creek,
 Falmouth, 27.
 Smith's brook, Saco, 10.
 Smuttynose island, Isles of Shoals,
 32, 57, 72, 79, 80, 83, 99, 105,
 149.
 Southampton, see Agawam.
 Spruce Creek, Kittery, 1, 2, 3, 6, 7,
 9, 13, 23, 31, 58, 70, 78, 79, 83,
 89, 93, 112, 113, 118, 119, 120,
 122, 129, 141, 156, 176, 184.
 burned neck, 93.
 Carle's cove, 31.
 Eagle point, 7, 23, 70, 184.
 Goose cove, 13.
 Goose creek, 9.
 marshy cove, 9, 13.
 Martin's cove, 7.
 Oak point, 156.
 Pine point, 2, 23, 93.
 west creek, 156.
 Spurwink, Black Point, 100.
 Spurwink, Falmouth, 69, 84, 133.
 Jonas's brook, 133.
 Spurwink river, boundary of Fal-
 mouth and Scarborough, 6, 84,
 85, 86, 100, 133.
 Star island, Isles of Shoals, 58.
 Stony brook, Wells, 92.
 Stratton's islands, Saco bay, 6, 7,
 85, 86.
 Strawberry Bank, afterward Ports-
 mouth, New Hampshire, 133.
 Sturgeon creek, Kittery, 28, 29, 30,
 31, 130, 141, 161, 186, 187.
 Suffolk county, Massachusetts, 57,
 65, 75, 168.
 Swankadoc, equivalent to Saco, 111.
 Swan Pond creek, Saco, 39.
 Taunton, New Plymouth, 186.
 This island, 182, recorder's error
 for Great island.
 Thompson's point, New Hamp-
 shire, 100.
 Timber island, Saco, 95.
 Tomtinker's swamp, Newgewanac,
 31, 80, 96, 97.
 Totnock, Wells, 69, 82.
 Trapigrandu, Trabigzanda or Tra-
 gabigzanda, see Cape Ann.
 Tuessic, equivalent to Nauseag or
 Nequasset, 32.
 Unity parish, Newgewanac, 27, 28
 80.
 Wapping, Middlesex county, En-
 gland, 127.
 Wardell's island, Wells, 73.
 Webhannet river, Wells, 73, 140,
 146, 149, 158, 186.
 falls, 149.
 fishing hole, 158.
 Well cove, Falmouth, 174.
 Wells, 40, 41, 73, 80, 81, 82, 91, 92
 93, 100, 102, 103, 104, 110, 114
 119, 122, 129, 130, 140, 144, 145
 146, 148, 149, 150, 153, 153, 159
 161, 162, 163, 164, 166, 167, 186
 192.
 bridge, 149.
 commons, 140.
 Crosse's brook, 104.
 Drake's island, 100.
 Duxbury, 162.
 Eppsrath, 158.
 great plain, 73.
 harbor's mouth, 73.
 highway, 149.
 Merryland, 92, 93, 166, 167.
 Mousam mills, 144, 167.
 neck, 186.
 Ogunquit, 161, 166, 167.
 Ogunquit falls, 40, 103, 122, riv-
 er, 102, 103, 104, 110, 130,
 146, 162.
 sea wall, 73, 100, 158.

- Wells, continued.
 Stony brook, 92.
 Totnock, 69, 82.
 Wardell's island, 73.
 Webhannet falls, 149, river, 73,
 140, 146, 149, 158, 186.
 Wheelwright's neck, 140.
 the Willows, 82.
 Wescustogo, 134, 181, 188, 189,
 190, 191.
 Maquoit bay, 134.
 Mare point, 134.
 Pungustuc, 188, 189, 190, 191.
 Redding's island, 134.
 Sandy point, 134.
 Westfield plantation, Saco, 169.
 See Eastfield plantation.
 West Indies, 85.
 Barbadoes, 5, 26, 41, 116.
 Westminster, England, 14, 15.
 West's brook, Saco, 140.
 West's ditch, Saco, 140.
 West's point, Saco, 94.
 Wheelwright's neck, Wells, 140.
 Whichcasecke, see Wiscasset.
 Whitehall, London, England, 17.
 Willcox pond, Newgewanac, 175.
 Winnegance creek, Sagadahoc riv-
 er, 13.
 Winneganseag, Sagadahoc river,
 32.
 Winslow's rocks, Sagadahoc river,
 32.
 Winter Harbor, Saco, 23, 35, 36,
 39, 47, 65, 69, 97, 125, 126, 135,
 139, 160, 168, 172, 181, 193.
 Wiscasset bay, 8.
 Wood island, Kittery, 114.
 Wood island, Saco, 97.
 York, 2, 5, 11, 33, 34, 35, 40, 41, 42,
 51, 67, 73, 74, 88, 89, 90, 99, 102,
 103, 104, 107, 110, 112, 113, 114,
 128, 137, 139, 143, 144, 147, 148,
 151, 152, 155, 159, 160, 162, 164,
 165, 166, 167, 169, 178, 179, 180,
 York, continued.
 187, 188, 189, 190, 192, 193, 194.
 See Agamenticus and Gorgeana.
 Cape Neddick, 67, 110, 147, 172,
 187, beach, 178, 179, marsh,
 147, 160, pond, 175, river, 130.
 Gorges creek, 2, 179.
 Great island, 43.
 great stony lot, 110.
 Gurnet's nose, 179, 180.
 harbor's mouth, 160.
 Harker's island, 160.
 highways, 152, 180.
 islands unnamed, 43, 193.
 Little river, 110, 179.
 marshes, 179, 180.
 marsh islands, 160, 180.
 meeting house, 187.
 Mill creek, 34, 162, 165.
 mossy marsh, 147.
 narrow neck, 179, 180.
 path to Saywords's mills, 164.
 plains, 178.
 Scituate marsh, 165.
 Scotland, 110.
 town marsh, 51.
 Wells path, 147.
 warehouse, 164, 180.
 wharf, 164.
 York county, 2, 27, 32, 53, 56, 65,
 69, 71, 73, 78, 80, 82, 89, 90, 92,
 93, 95, 96, 97, 99, 100, 102, 103,
 104, 107, 114, 118, 119, 122, 127,
 128, 130, 131, 132, 135, 137, 139,
 140, 145, 146, 147, 148, 152, 154,
 155, 156, 158, 159, 160, 161, 162,
 167, 168, 169, 170, 172, 174, 175,
 176, 182, 184, 185, 186, 187, 188,
 189, 191, 192, 193.
 York pond, Kittery, 150.
 York river, 3, 43, 51, 73, 89, 91,
 99, 107, 112, 148, 160, 162, 165,
 180, 193.
 northwest branch, 112.
 southwest branch, 89, 91, 103,
 107, 180.
 Yorkshire, see York county.

GENERAL INDEX.

- Abstract of Robert Mason's title to certain lands in New England, 22. See New Hampshire.
- Acknowledgment, feudal, quit rents paid to the lord of the fee, 7, 91, 93, 104, 107, 147, 155, 170, 178. See Homage and Rent service.
- chief rents, 34, 165.
- customs, 113.
- rents reserved, 108, 154.
- high rent, 27, 124, 147, 181.
- a fat goose or capon, 10.
- a bushel of corn and a quart of liquor, 13.
- a bushel of corn, 114.
- one peppercorn, 125.
- three kernels of Indian corn, 183.
- one ear of Indian corn, 191.
- Acknowledgment of deeds, before magistrates, see Assistants, Associates, Commissioners, and Justices.
- in court, 80, 82, 108, 141, 143.
- required to make a valid conveyance, 154, 182.
- Acre defined, 153.
- Administration, letters of, 85.
- Agamenticus, see York.
- Agamenticus patent to Edward Godfrey and his associates, Mar. 23, 1637, 178, 179.
- division Nov. 11, 1641, 178, 179.
- Agreements, 11, 13, 37, 40, 41, 80, 102, 155, 174.
- for medical services, 138.
- Alienation of titles barred without consent of
- Plymouth council, 88.
- wife, 132.
- Anchor smith, 75.
- Annuity, 67.
- Appeals from judgments and sentences in New England, to council for New England, 16.
- Appeals, continued.
- to the royal commissioners of 1664, 194.
- to a court of chancery in the province of Maine, 194.
- not allowed in Massachusetts, 18.
- Appraisal, 112, 138, 153, 181. See Inventories.
- appraisers, 31, 69, 85, 121, 137, 167.
- Apprentices, 62, 129, 141, 159.
- Arms and ammunition not be sent to Maine from Boston in 1666, 194.
- Ashen, dirty, 125, 167.
- Assistants, members of the governor's council, in Massachusetts, 48, 63, 67, 98, 137, 145, 146, 166, 169, 173, 176, 186.
- Associates, Yorkshire magistrates, 1, 8, 24, 26, 53, 54, 55, 56, 69, 72, 76, 78, 83, 89, 90, 91, 92, 93, 94, 98, 99, 100, 102, 103, 104, 113, 114, 116, 118, 119, 120, 122, 123, 124, 126, 127, 128, 130, 131, 132, 133, 135, 137, 138, 139, 140, 141, 146, 147, 148, 149, 151, 152, 153, 154, 155, 156, 158, 159, 160, 161, 162, 163, 164, 168, 170, 172, 173, 174, 175, 176, 180, 181, 182, 183, 184, 185, 187, 188, 191.
- Assumpsit, special, 93.
- Attorneys, 5, 26, 41, 111, 116, 151, 177, 178. See Power of Attorney.
- Barrester, baluster, rail, 165.
- Bath, "over against Tuessicke," Indian grant to Rob. Gutch, 32.
- Beaker, silver, 30.
- Beckorne, beak-iron, 69.
- Bills of sale, 70, 80, 90, 117.
- Blacksmith, 57, 162.
- Bonds, 4, 38, 67, 74, 91, 92, 93, 126, 144, 163, 169.

- Bound house, marking the northern limit of Massachusetts, 18.
- Bowdoinham, "the high head on the westerly side of Merry-meeting bay," Indian grant to Thomas Watkins, 38.
- Bownes, booms, 189.
- Brewhouse, 4, 43, 44, 113.
- Bridges, 125, 138, 187.
- Cape Porpoise. See Index of Places.
- townsmen, 129.
- town records, 129.
- town grant, 129.
- other grants recorded, see Index of Grantors under the names following :
- Bolles, Joseph, 119.
- Bush, John, 94, 131.
- Cole, Nicholas, 98.
- Gefferys, Gregory, 123.
- Gorges, Sir Ferdinando, 153.
- Howell, Morgan, 81.
- Pendleton, Bryan, 97.
- Phillips, William, 124.
- Renols, William, 99.
- Sanders, John, 127, 139.
- Scadlocke, Samuel, 137.
- grant referred to :
- Roger Willine to John Bush, 94.
- Captain, 40, 42, 56, 58, 63, 78, 88, 89, 111, 114, 118, 151, 154, 188.
- Carpenter, 10, 141, 159, 161, 164, 174, 186. See House carpenter.
- Carrying an end, carrying out, 56, 187.
- Casco *alias* Falmouth, 27.
- Catch, Ketch, 116.
- Catechisement, instruction in the catechism, 123.
- Cattle, 7, 29, 31, 33, 91, 92, 103, 132, 137, 165, 166, 167, 195. See Rother cattle and stock.
- housing cows, 166.
- oxen, 7, 141, 164, 166, 174.
- steers Dragon and Benbow, 141.
- Caution, caveat, 7, 90, 121, 188.
- Charge, costs of court, 99. •
- Chieftents, see Acknowledgment.
- Children, capable to get their living at the age of 12 years, 30.
- Chirurgion, surgeon, 9, 42, 43, 71, 89, 101, 116, 117, 118, 138, 153, 192.
- Clericus, clergyman, 133.
- Clerk, see Town officers.
- Clerk of the court, recorder, 92.
- Commissioners for New England, 19, 194, 195.
- Richard Nicolls recommended for general governor, 19.
- appeals to the commissioners, 194.
- instructions to the justices of the peace in Maine, 195.
- warrant for the creation of a court of chancery in Maine, 194.
- order for the restoration of Roger Plaistead's cattle, 194.
- Commissioners for appeals in Maine, 194.
- Commissioners, inferior magistrates in
- Yorkshire, 53, 57, 68, 69, 72, 73, 74, 79, 81, 82, 95, 99, 101, 102, 104, 113, 127, 134, 151, 186,
- Norfolk, 58, 59, 68, 70, 79, 80, 96, 97, 102, 104, 108, 109, 110, 113, 114, 115, 117, 120, 123, 129, 130, 133, 143, 144, 148, 149, 153, 157, 163, 170, 172, 184, 185, 192, 193.
- Essex, 79.
- commission court at Saco, 26, at Falmouth, 100.
- Committee of militia in every town, 192.
- Commonage, 5, 12, 35, 39, 42, 48, 50, 64, 65, 71, 75, 76, 78, 89, 101, 108, 112, 114, 119, 134, 136, 138, 142, 144, 147, 151, 152, 153, 162, 170, 178, 181, 182.
- for keeping cattle, 151, 178.
- use of spring, 177.
- Conows, canoes, 31.
- Constable 8.

- Constitutions, of Lygonia, 46.
 Contracts, 107, 138, 165.
 Conveyances by confirmation, 143,
 deed enrolled, 115, 142, feoff-
 ment, 142, fine, 12, 102, 115, re-
 covery, 115, 142, release, 115,
 142, 143.
 to uses, 97, 119.
 invalid unless acknowledged,
 154, 182.
 Cooper, 49, 51, 64, 89, 105, 138.
 Cordwinder, cordwainer, 144.
 Corn mill, grist mill, 132.
 at Wells, 166, 167.
 Cape Porpoise river, 144.
 Saco falls, 132.
 Wescustogo, 188, 189.
 Cottages, 130, 153.
 Cotton wool, 31.
 Counterpanes, counterparts, inden-
 tures, 142.
 Country rate, 191, the unit of tax-
 ation in Massachusetts, a penny
 in the pound on property and
 the profits of mechanics and
 tradesmen, in addition to the
 regular poll tax.
 County courts, 82, 92.
 at York, 99, 102, 128, 137, 143.
 Wells, 153, 163.
 Hampton, 121.
 Court of chancery in Maine, 194.
 Court of pleas in Maine, 40.
 Coven, covin, 40.
 Coxhall, 95, afterward Lyman. See
 Index of Grantors under the
 names:
 Symonds, Harlakenden, 75, 95.
 Symonds, Samuel, 95.
 Cubbard, cupboard, 167.
 Customs, see Acknowledgment.
 Dairy house, 25.
 Damage, loss, 98, 128.
 Dayton, part of Phillipsburg, 1798.
 Indian grant to William Phillips,
 45.
 grants by Phillips to
 Edward Tyng, 47, 49.
 Richard Russell, 23.
 John Leverett, 65, 168.
 Deacon, 149.
 Deeds, see Acknowledgment and
 Enrollment.
 conditional, 67, 132, 145, 156, 184.
 trust, 97, 118.
 Depositions, see Index of Grantors
 under the names following :
 Allason, Ralph, 133.
 Allcocke, John, 5.
 Andrews, Joan, 1.
 Batson, John, 146.
 Booth, Robert, 37.
 Burgess, Richard, 2.
 Cole, William, 81.
 Crockett, Ephraim, 118.
 Donnell, Samuel, 116.
 Dummark, Patrick, 37.
 Flansell, Rowland, 113.
 Frost, Nicholas, 1.—
 Goodridg, Jeremiah, 170.
 Hodsden, Nicholas, et ux. 79.
 Holms, Thomas, 116.
 Johnson, Edward, 179.
 Jones, Alexander, 23, 113.
 Knight, Robert, 5, 180.—
 Ladbroke, Mary, 102.
 Mendum, Robert, 1.
 Palmer, George, 8.
 Palmer, William, 2.
 Renalds, William, 146.
 Robinson, Francis, 84.
 Searle, Andrew, 30.
 Spencer, Moses, 30.
 Squire, Bernard, 113.
 Thing, Jonathan, 104.
 Uphannum, *alias* Jane the In-
 dian, 113, 154.
 Walker, Isaac, 173.
 Weare, Peter, 180.
 Whitte, John, 113.
 Deputies to the general court at
 Boston, 192.
 Deputy chancellor of Maine, 6.
 Deputy governor of Maine, 6, 85,
 109, 179.
 Deputy governor of Massachusetts,
 46, 107, 137.
 Deputy marshal of Yorkshire, 137.
 Diameter, partition, 165.
 Distiller, 74, 78, 89, 118, 122, 152.

- Distrain, 6, 10, 26, 36, 41, 138, 153, 170.
 Domestic animals, see Cattle, Horses, Sheep, Swine.
 Double ditch, enclosure, 25.
 Due-bills, 107, 127, 167, 192.
 Due days, 7.
 Duke of York's territories, in America, 21.
 Richard Nicolls governor, 21.
 Nicholas Renalds justice of the peace, 33.
 See Territories.
 Dutch privateers on the Maryland coast in 1673, 150.
 England, great seal of, 14, 22, 85.
 commonwealth of, 46.
 Enrollment of deeds, in Lygonia, 46.
 Ensign, 81, 137.
 Entail, 132, 151.
 Escheats, 16.
 Escrip, writing, 157 and elsewhere.
 Esquire, 6, 84, 85, 114, 179.
 Estate for life, 33, 67, 132, 156, 184.
 pur autre vie, 64.
 of inheritance in fee simple, 76, 133.
 freehold or fee simple, 105.
 Executions, 121, 137, 163.
 Extent, attachment, 157.
 Falmouth. See Index of Places.
 grants recorded, see Index of Grantors under the names following :
 Cleeves, George, 46.
 Cloyse, John, 174.
 Harvy, Elizabeth, 123, 132.
 Jordan, Robert, 133.
 Kemble, Thomas, 46.
 Mackworth, Jane, 27.
 Madiver, Michael, 69.
 Martyne, Dorothy, 183.
 Mitton, Nathaniel, 183.
 Moses, John, 108.
 Thorneton, Robert, 186.
 Wharfe, Nathaniel, 82.
 Whitte, Nicholas, 181.
 Falmouth, continued.
 grants referred to :
 Robert Jordan to John Guy, 100.
 Nicholas Witte to John Guy, 100.
 Walter Gendall to Michael Maddiver, 100.
 George Cleves to John Cloyce, 174.
 George Cleves to Nathaniel Mitton, 183.
 Fee simple, 4, 7, 9, 58, 76, 79, 83, 99, 101, 105, 107, 133, 145, 189.
 See Estate.
 Fence, post and rail, 107, pales, 125.
 ffiver, recorder's error for river, 75.
 Fisherman, 11, 23, 34, 42, 49, 51, 57, 58, 64, 71, 83, 90, 93, 99, 100, 112, 139, 148, 151, 152, 153, 160, 162, 166, 173, 180, 181, 193.
 Fishing trade to be cherished, 85.
 fishing room, 4.
 flakes to dry fish upon, 57.
 flake room, 83, 99, 105.
 mooring place, leased by the season, 83.
 stages leased, 174.
 train vat, 80.
 Firm, confirm, 92.
 Firm, signature, 62.
 Flowage, 98.
 Folle, foal, 70.
 Foreprised, reserved, 112, 152.
 Freehold or fee simple, 105, 162.
 See Fee simple.
 Freeman, voters, 82.
 Freshet, stream, 151.
 fresh brook, 176.
 Gardens, 116, 155, 160, 181, 184.
 General court of Massachusetts, commissioners of, 111.
 records, 56, 191, 192.
 deputies from Yorkshire, 192.
 Gentleman, 10, 36, 46, 85, 88, 95, 96, 111, 118, 145, 146, 151, 174, 176.
 Gold and silver mines, reservation of one-fifth of the product for the Crown, 15, 16, 46, 87, 111.

Gold and silver, continued.
 for the Commonwealth of Eng-
 land, 46.
 for the New England council, 87,
 111.
 Goodman, 2, 110, 174, 182.
 Goody, 81, 146.
 Gorgeana, see York.
 Governors of
 New England council, 88.
 Duke of York's territories, 21.
 province of Maine, 18.
 Massachusetts, 39, 47, 135.
 Governor general of New England,
 19.
 would be resisted by the towns
 and churches of Massachusetts,
 18.
 Grants referred to. See Patents.
 Grantors :
 Barefoote, Walter, 118.
 Barrett, John, 92, 93.
 Batson, Stephen, 91.
 Bond, Nicholas, 155,
 Bush, John, 91.
 Cleves, George, 174, 183.
 Corbett, Abraham, 118, 152.
 Cutt, John, 91.
 Cutt, Richard, 91.
 Davess, William, 103.
 Dustine, Elizabeth, 105.
 Emery, Anthony, 142.
 Emery, James, 162.
 Gendall, Walter, 100.
 Godfrey, Ann, 43.
 Gorgeana, town of, 178.
 Gorges, Thomas, 1, 2, 3, 103,
 155, 162.
 Gunnison, Hugh, 9.
 Heard, John, 161.
 Indians, 63, 113, 154, 170.
 Johnson, James, 144
 Jordan, Robert, 100.
 Kerdogon, Rice, 139.
 Kimball, Thomas, 155.
 Kittery, town of, 9, 57, 68, 98,
 113, 120, 128, 138, 141, 149,
 188.
 Lander, John, 10.
 Lord, Nathan, 141.

Grants referred to, continued.
 Massachusetts, company of,
 145.
 Morgan, Francis, 58, 79.
 Nutter, Hatevill, 141.
 Phillips, William, 154.
 Pickard, Edmund, 83.
 Saco, town of, 63, 124, 185.
 Shapleigh, Nicholas, 28, 43. .
 Smith, William, 25.
 Wakefield, John, 91.
 Warriner, Thomas, 73.
 Wells, town of, 73, 92, 93,
 130, 145, 159, 163.
 Wheelwright, John, 130.
 Willine, Roger, 94.
 Witte, Nicholas, 100.
 York, town of, 51, 74, 147.
 Grantees :
 Alger, Andrew, 170.
 Alger, Arthur, 170.
 Anger, Samson, 43, 51, 139.
 Austine, Samuel, 91.
 Backehouse, Francis, 130.
 Batcheller, Mary, 155.
 Bush, John, 94.
 Case, Humphrey, 185.
 Chadbourne, Humphrey, 28.
 Champernoone, Francis, 118,
 152.
 Cloyce, John, 174.
 Corbett, Abraham, 118.
 Collicatt, Richard, 103.
 Crockett, Thomas, 1, 2.
 Cutt, John, 105.
 Cutt, Richard, 91.
 Davess, William, 103.
 Dyament, John, 113.
 Edwards, Stephen, 144.
 Ellkines, 25.
 Emery, James, 142.
 Fabes, John, 9, 58, 79.
 Frost, Charles, 149.
 Fryer, Nathaniel, 83.
 Gunnison, Hugh, 9.
 Guy, John, 100.
 Hammonds, Jonathan, 92, 93.
 Harding, Israel, 92, 93.
 Hatch, Philip, 155.
 Hilton, William, 74.
 Hoole, John, 120.

Grants referred to, continued.

- Johnson, James, 159.
 Junkines, Renald, 141.
 Kimball, Thomas, 155.
 Knight, Margaret, 162.
 Littlefield, John, 73.
 Michell, John, 10.
 Mitton, Nathaniel, 183.
 Moore, Daniel, 162.
 Morrall, John, 141.
 Paty, Thomas, 163.
 Paul, Daniel, 143.
 Pendleton, Bryan, 9, 58, 79.
 Phillips, Nathaniel, 154.
 Phillips, William, 124.
 Preble, Abraham, 178.
 Ramacke, Christian, 143.
 Sayword, Henry, 145.
 Scadlocke, William, 124.
 Sheeres, Jeremiah, 68.
 Spencer, Roger, 63.
 Symonds, John, 57.
 Tillton, Abraham, 141.
 Veasy, George, 128.
 Wadleigh, Robert, 43.
 Wakefield, John, 91.
 Weare, Peter, 147.
 Wincoll, John, 98, 161, 188.
 Withers, Thomas, 3.
 Wittum, Peter, 138.
 Grappers, grapnells, 105.
 Gristmill, see Corn mill.
 Guardians, 97.
 Gut, gully, 109, gutter, 151.
 Hats, beaver and castor, 29.
 Heir by law, 28.
 High rent, see Acknowledgment.
 Highways, 5, 103, 131, 149, 152, 155, 161, 164, 176, 177, 180.
 bridges, 125, 138, 149, 187.
 stepping stones, 118, 129, 152.
 Hollis, part of Phillipsburg, 1798.
 See Dayton.
 grants by William Phillips to
 Richard Russell, 135.
 Robert Patishall, 172, 173.
 Homage and acknowledgment, 183.
 Home lots, 73, 74, 148, 165.
 town lots, 149.
 Home stall, homestead, 31, 191.

- Horses, 31, 70, 107, 167.
 House carpenter, 11, 82, 129, 130.
 mystery or art of house carpentry, 129.
 Housen, houses, 73, 156.
 housing, 118, and elsewhere.
 Husbandman, 74, 112, 123.

- Imbezzled, impaired, 30.
 Indenture, see Counterpane.
 apprentices, 62, 129, 141, 159.
 Indians, see Sagamores.
 Indian debts assigned by a trader, 116.
 Indian deeds, 8, 13, 32, 38, 45, 191.
 referred to, 63, 113, 154, 170.
 Innholder, 135.
 ordinary keeper, 38.
 Interest, 7, 65, 168.
 Inventories, 30, 69, 85, 167. See Appraisal and Schedule.
 Iron work, 187, 189.
 Isles of Shoals. See Index of Places.
 grants recorded, see Index of Grantors under the names following :
 Allard, Hugh, 104.
 Colley, William, 32.
 Deaman, John, 80.
 Fryer, Nathaniel, 83.
 Garnesy, Elizabeth, 121.
 Ham, William, 101.
 Pendleton, James, 99.
 Pomoroy, Richard, 93.
 Pyle, Miles, 4.
 Readman, John, 57.
 Sealy, William, 72, 79.
 Taylour, Tobias, 81.
 grant referred to :
 Edmund Pickard to Nathaniel Fryer, 83.
 Jeremysquam near Kennebec, see Index of Grantors under the name of John Miller, 127.
 Judgments, 25, 121, 128. See Executions.

Justices of the peace appointed by the commissioners for New England in 1665, for Maine :

Francis Champernowne, 23, 68, 75, 113, 194.

Robert Cutt, 92.

John Wincoll, 26.

Edward Johnson, 33, 34.

Edward Rishworth, 3, 5, 9, 10, 12, 31, 36, 37, 43, 194.

Samuel Wheelwright, 40.

Francis Hooke, 14, 83, 146, 194.

William Phillips, 83.

Henry Jocelyn, 23, 25, 83, 194.

George Munjoy, 27, 37, 42.

for the Duke of York's territory east of the Kennebec :

Nicholas Renalds, 33.

justice quorum, Henry Jocelyn, 26.

courts at York, 5, 80.

court of pleas, 40.

instructions from the commissioners, 195.

enquiry concerning appeals, 195.

three to be appointed to receive appeals as a court of chancery, 194.

application to the commissioners for arms and ammunition, 195.

Justice under the authority of Massachusetts, in 1674,

Edward Pateshall, 189, 190.

Ketch, 116, 187.

King's fifth of gold and silver ore, 15, 16, 46, 87, 111.

Kittery. See Index of Places.

patentees, 59, 107.

selectmen or townsmen, 31, 68, 97.

surveyors, 7, 126.

constable, 8.

town clerks, 2, 7, 40, 83, 108.

town book, 83, 97, 107, 120.

records, 2, 7, 40, 68, 80, 108, 141, 188.

Kittery, continued.

town meetings, 31, 96.

town grants, 2, 7, 31, 40, 96, 97, 108, 126.

other grants recorded, see Index of Grantors under the names following :

Allcocke, Job, 11.

Allcocke, Joseph, 174.

Andrews, John, 128, 169, 170, 172.

Austine, Joseph, 141.

Badge, Henry, 193.

Barefoote, Walter, 42, 121.

Broad, William, 118.

Broughton, Thomas, 188.

Burgess, Richard, 2.

Canny, Thomas, 110.

Chadburne, Humphrey, 27.

Champernowne, Francis, 37, 78, 114.

Clarke, John, 120.

Conley, Abraham, 130, 186.

Corbett, Abraham, 89, 90, 118, 122, 152.

Crafford, John, 185.

Crockett, Ephraim, 76.

Crockett, Thomas, 13, 74.

Cutt, John, 105, 163.

Dyement, John, 113.

Edwards, Elizabeth, 144.

Emery, Anthony, 150.

Emery, James, 141.

Endell, Richard, 13.

Fennick, John, 93.

Firnald, Thomas, 147.

Frost, Charles, 100.

Frost, Nicholas, 175.

Fryer, Nathaniel, 68, 109, 134, 157.

Gorges, Sir Ferdinando, 3, 6, 109.

Greenland, Henry, 71, 116, 118.

Gunnisson, Hugh, 135.

Gunnisson, Sarah, 83.

Harbert, Sylvester, 109.

Hodsdon, Nicholas, 191.

Jenkins, Reynold, 187.

Kellond, Thomas, 121.

Lockewood, Richard, 108.

Michell, John, estate of, 9.

Kittery, continued.

Moore, Daniel, 162.
 Morgan, Francis, 153.
 Morrall, John, 141.
 Nutter, Hatevill, 110.
 Oliver, William, 149.
 Palmer, George, 101.
 Palmer, William, 123, 151, 184.
 Pendleton, James, 79.
 Playstead, Roger, 96.
 Shapleigh, Nicholas, 155.
 Sheeres, Jeremiah, 67.
 Shephard, John, 112.
 Spencer, Thomas, 31, 80, 175.
 Symonds, John, 33, 57, 123.
 Tillton, Abraham, 141.
 Tommass, Rice, 156.
 Tozier, Richard, 40, 41.
 Turner, Thomas, 38, 155.
 Veasy, George, 128.
 Wadleygh, Robert, 43.
 Walton, George, 186.
 White, John, 107, 108.
 Wincoll, John, 97, 161, 188.
 Winsland, John, 58.
 Withers, Thomas, 2, 70, 128,
 133, 141, 156, 176, 184.
 Wittum, Peter, 137.

grants referred to :

Town to Hugh Gunnison, 9.
 Town to John Symonds, 57.
 Town to Jeremiah Sheeres, 68.
 Town to John Wincoll, 98,
 188.
 Town to John Dyament, 113.
 Town to John Hoole, 120.
 Town to George Veasy, 128.
 Town to Peter Wittum, 138.
 Town to Renald Junkines, 141.
 Town to Daniel Paul et als.,
 143.
 Town to Charles Frost, 149.
 Thomas Gorges to Thomas
 Crockett, 1, 2.
 Thomas Gorges to Thomas
 Withers, 3.
 Thomas Gorges to Mary Bach-
 eller, 155.
 Hugh Gunnison to Bryan Pen-
 dleton and John Fabes, 9.

Kittery, continued.

John Lander to John Michell,
 10.
 Nicholas Shapleigh to Hum-
 phrey Chadbourne, 28.
 Nicholas Shapleigh to Robert
 Wadleigh, 43.
 Francis Morgan et ux. to Bry-
 an Pendleton et al., 58, 79.
 Elizabeth Dustine to John
 Cutt, 105.
 Walter Barefoote to Abra-
 ham Corbett, 118.
 Abraham Corbett to Francis
 Champernoone, 118.
 Hatevill Nutter to John Mor-
 rall, 141.
 Nathan Lord to Abraham Till-
 ton, 141.
 Anthony Emery to James
 Emery, 142.
 James Johnson to Stephen
 Edwards, 144.
 John Heard to John Wincoll,
 161.
 James Emery to Dan'l Moore,
 162.

transfer by marriage of widow :
 Mary Bacheller's lot to Thom-
 as Turner, 155.

Land titles,

acquired by possession, 147.
 to be held anew of Sir Ferdinan-
 Gorges, 85.

Leanto, 4.

Letters,

Robert Mason to Col. Nicolls, 19.
 Nicholas Frost to Charles Frost,
 150.
 Thomas Stephens to William
 Ryall, 190.
 Maine magistrates to Commis-
 sioner Nicolls, 195.
 Commissioner Nicolls to Maine
 magistrates, 194.

Letters of administration, 85.

Letters of attorney, 5, 26, 41. See
 Power of attorney.

- Liberty of fishing and fowling, 10, 13, 36, 39, 86, 87, 138, 153, 154, 169, 172, 174, 182, 184, 190.
 of hawking and hunting, 32, 39, 86, 154, 169, 172, 182.
 to set otter traps, 13.
 to use a spring, 11, 177.
 to commit waste, 38, 54, 63, 138, 151, 153, 170, 174.
- Lieutenant, 35, 88, 102, 104, 158, 161.
 of the town, 180.
- Life estates, 33, 67, 132, 156, 184.
- Linneys, sheds, 35.
- Liquors, see Wine.
- Livery and seizin, 12, 17, 26, 32, 34, 35, 37, 39, 42, 45, 50, 53, 55, 58, 67, 68, 69, 71, 75, 77, 81, 83, 84, 88, 90, 94, 98, 102, 108, 111, 116, 118, 119, 124, 135, 140, 147, 150, 151, 160, 165, 170, 173, 177, 178, 183, 184, 190.
- Log house, 34.
- Lord of the fee, 142.
 lord proprietor, 73, 75, 147.
- Lord proprietor of Maine, 6, 85, 109, 110, 112, 179.
- Lygonia, see Constitutions and Enrollment.
- Lyman, see Coxhall.
- Magistrates, see Governor, Deputy Governor, Deputy chancellor, Steward general, Assistants, Associates, Commissioners, Justices of the peace, Recorders.
 magistratical power, 56.
- Maine, province belonging to Sir Ferdinando Gorges, lord proprietor, 6, 84, 85, 109, 110, 112, 179.
 lands to be held anew of Gorges under his patent, 85.
 commissioners, commissioned officers, 84.
 Thomas Gorges, deputy governor, 6, 109, 179, departure to England, 179, 180.
 Richard Vines, deputy chancellor, 6, deputy governor, 85, steward general, 3, 179.
 Roger Garde, recorder, 2, 6, 85.
- Maine, continued.
 provincial seal, 6.
 courts at Saco, 6, 85, records, 85.
 general court, 84, 102.
 Francis Robinson, magistrate, 84.
 John West, deputy, 84.
 counties, see Somerset and Devon, Index of Places.
- Maine, *alias* York county, 27, 90.
 Edward Godfrey, governor, turned out of his place and dispossessed of his lands by the inhabitants of Massachusetts, 18.
 Godfrey's petition to the king for redress, 17.
 reference of the petition to certain lords, knights and others, 17.
 report of the referees, 17.
 petition of Godfrey's heir for a reference to the commissioners for New England, 19.
- Maine, royal province created by the commissioners for New England, see Justices of the peace.
- Major, 23, 37, 39, 40, 45, 47, 56, 65, 67, 117, 120, 151, 152, 153, 156, 172, 191, 195.
- Major general, 65.
- Majority of women, 28, 166.
- Mansion house, 29.
- Mariner, 4, 35, 68, 90, 92, 108, 160, 164, 167, 184.
- Marshal of York county, 53, 137.
 of Portsmouth or Dover, 137.
- Masonia, 10,000 acres east of Sagadahoc river, granted to John Mason, 15, 16, 23.
- Massachusetts, claiming to be independent of the crown and allowing no appeals to England, 17, 18.
 encroachment upon plantations more than 60 miles beyond the known and settled bounds of the corporation, 18.
 requiring an oath of fidelity to the colonial government without regard to the kingdom of England, 17.

Massachusetts, continued.

- arms and ammunition not allowed to be sent to Maine from Boston, 194.
- John Endecott, governor, 39, 47.
- Richard Bellingham, governor, 135.
- deputy governor, 46, 107.
- Samuel Symonds, deputy governor, 137.
- Edward Rawson, secretary, 56.
- assistants, 48, 63, 67, 98, 137, 145, 146, 166, 169, 173, 176, 186.
- general court, 56, 111, 191, 192, records, 56, deputies from Yorkshire, 192.
- appointment of special magistrates for Yorkshire, 56.
- tax levy for Yorkshire, 192. See Country rate.
- Masts, preservation of, 21, 194, 195.
- Me, memorandum, 74.
- Measures, see Acre, Mile, Pole.
- Meeting house, 185, 187.
- specifications for, 165.
- men and women seated apart in, 165.
- Medical practice, 138.
- Merchant, 7, 9, 23, 25, 33, 46, 47, 58, 65, 67, 68, 79, 83, 90, 98, 99, 101, 105, 108, 109, 114, 116, 122, 134, 136, 139, 146, 148, 150, 151, 152, 153, 154, 155, 157, 163, 169, 172, 174, 181.
- Mile defined, 111.
- Mills, see Corn mills and Saw mills.
 - on Salmon falls river, 96.
 - on Cape Porpoise river, 159.
 - at Winter Harbor, 126.
 - in Scarborough, 149.
- Millwright, 144, 145, 148, 159, 163, 165, 167.
- Minister, 51, 102, 104.
- clericus, 133.
- minister's land, 107.
- Mis, Mrs. 37, 82, 160.
- Money, English or sterling, 4, 7, 23 and elsewhere.
- coining in Massachusetts, 18.

Money, continued.

- current or lawful in New England, 42, 88, 127, 134, 158, 162, 166, 172.
- New England silver, 93, 158, 180.
- sterling of New England, 169.
- Spanish reals, 79, 105.
- Monuments, muniments, 181.
- Mowable, that may be mowed, 186.
- Mr. 1, 2, 11, 23, 25, 37, 53, 55, 56, 81, 83, 89, 91, 102, 104, 107, 111, 120, 134, 135, 145, 148, 150, 164, 167, 172, 179, 184, 195.
- for Mrs. 83.
- Mystery or art of house carpentry, 129.
- New England commissioners, see Commissioners for New England.
- New England council,
 - patent referred to, 14, 15, 22, 87, 110.
 - governor to be settled in New England, 88.
 - common seal, 15, 17, 85, 88, 111.
 - grants to
 - John Mason, 14, 15.
 - Thomas Cammock, 84, 87.
 - Lewis and Bonighton, 110.
 - conveyance of power of judicature, reserving appellate jurisdiction, 16.
 - reservation of a fifth of gold or silver ore discovered, 87, 111.
 - rents reserved, 87, 111.
 - lands granted, not to be conveyed away without the consent of the council, 88.
- New Hampshire, from Naumkeag river to Piscataqua harbor, and 60 miles inland, with south half of Isles of Shoals, 15, 16.
- conveyance of the lands to Captain John Mason, April 22, 1635, 14.
- grant of judicial powers to Mason or his deputies, 15.
- letters patent under the great seal of England referred to, 17, 18.

- New Hampshire, continued.
 John Mason's will, Nov. 26, 1635, 23.
 abstract of Robert Mason's title, 22.
 encroachments of Massachusetts, 17, 18, 19.
 petition of Robert Mason and others, to King Charles II, 17.
 reference to Lord Willoughby and others, Nov. 17, 1660, 17.
 hearing, Jan. 21, 1661, 18.
 report of the referees, 17.
 petition of Mason and Edward Godfrey's heir for a reference of their complaints to the commissioners appointed for New England in 1664, 18.
 letter from Robert Mason to Colonel Nicolls, May 3, 1664, 19.
 Nicolls empowered to settle and govern the province, 19.
 letter of attorney authorizing Nicolls to make leases and collect rents, 19.
 over a thousand families upon the land, in 1664, 19.
 Joseph Mason, at Piscataqua, previously Robert Mason's agent, 19.
 trespassers cutting masts and timber upon the premises in 1666, 195.
 substitution of Nicholas Shapleigh as attorney for Nicolls, to take care of the estate and especially to preserve masts and standing timber, Nov. 20, 1666, 21, 194.
 Richard Styleman, provincial secretary, 4, 5, 9, 10, 79, 100.
- Norfolk county,
 marshal, 137.
 Thomas Bradbury, recorder, 121.
- Notary public, 15, 17, 21, 62, 135, tabellion publique, 19, 21.
 register, 62, seal, 21.
- Notes, see Promissory notes.
- Oars, 16 to 20 foot, 98.
- Oath of fidelity to the Massachusetts government, 17.
- Occupations,
 anchor smith, 75.
 blacksmith, 57, 162.
 carpenter, 10, 141, 159, 161, 164, 174, 186.
 chirurgion, 9, 42, 43, 71, 89, 101, 116, 117, 118, 138, 153, 192.
 cooper, 49, 51, 64, 89, 105, 138.
 cordwainer, 144.
 distiller, 74, 78, 89, 118, 122, 152.
 fisherman, 11, 23, 34, 42, 49, 51, 57, 58, 64, 71, 83, 90, 93, 99, 100, 112, 139, 148, 151, 152, 153, 160, 162, 166, 173, 180, 181, 183.
 house carpenter, 11, 82, 129, 130.
 husbandman, 74, 112, 123.
 innholder, 135.
 mariner, 4, 35, 68, 90, 92, 108, 160, 164, 167, 184.
 merchant, 7, 9, 23, 25, 33, 46, 47, 58, 65, 67, 68, 79, 83, 90, 98, 99, 101, 105, 108, 109, 114, 116, 122, 134, 136, 139, 146, 148, 150, 151, 152, 153, 154, 155, 157, 163, 169, 172, 174, 181.
 millwright, 144, 145, 148, 159, 163, 165, 167.
 minister, 51, 102, 104, 107.
 notary public, 15, 17, 21, 62, 135.
 ordinary keeper, 38.
 planter, 5, 8, 25, 33, 57, 69, 73, 80, 81, 82, 107, 130, 131, 134, 137, 138, 151, 153, 161, 170, 176, 177, 178, 179, 180, 181.
 plasterer, 141.
 scrivener, 62.
 seaman, 93, 107.
 servant, 11, 31, 103, 179.
 ship's merchant, 150.
 shipwright, 11, 62, 147, 163, 167, 169, 170, 172, 192.
 smith, 69, 92, 93.
 tailor, 123.
 weaver, 57, 143, 163.
 yeoman, 43, 79, 100, 101, 103, 104, 107, 120, 123, 128, 133, 141, 143, 187, 191.

- Oleumy, alchemy, mixed metal, 84.
 Orchards, 7, 33, 69, 80, 151, 155, 160, 181, 184.
 Ordinary keeper, tavern keeper, 38.
 Ossipee lands, assigned by Francis Small to George Munjoy, 116.
 Otter traps, 13.
 Outcry, auction, 10.
 Overpuss, overplus, 75.
 Overseers, to see a testator's will observed and performed by the executors, 29, 166.
 Oxen, see Cattle.

 Packe caske, packed casks, shooks, 8.
 Parish of Combintinhead, England, 64.
 Kittery, 38.
 Unity, 27, 28, 80.
 Patents, or charters, recorded :
 New Hampshire, 14, 15.
 Saco (Lewis and Bonighton), 110.
 Black Point, 84, 85, 87.
 referred to :
 New England, 14, 15, 22, 87, 110.
 Cape Ann, 22.
 New Hampshire, 18, 22.
 Massachusetts, 18.
 Maine, 85.
 Kittery or Piscataqua, 59, 107.
 Agamenticus, 178, 179.
 Saco (Gibbons and Haywood), 5.
 royal letters patent to John Mason and Edward Godfrey, 18.
 Path, 164.
 Pay, current and lawful in New England, 23, 34, 47, 73, 74, 75, 76, 78, 82, 112, 116, 117, 143, 144, 151, 155, 162, 163, 164, 172, 181.
 in money, 13, 96.
 in specie, or kind, 26, 122, 159.
 beaver skins, 13, 173.
 beef, 163.

 Pay, continued.
 boards, 11, 40, 96, 114, 127, 145, 148, 175, 185, 188, 189.
 bread corn, 5, 26, 41.
 cattle, 67, 99, 112, 181.
 clothing, 130.
 corn, 67, 99, 167.
 English goods, 181.
 fish, 4, 7, 13, 33, 79, 98, 99, 105, 118, 122, 135, 138, 144, 150, 163, 166, 172, 183.
 goods, 11, 13, 26, 28, 127, 167, 170.
 Indian corn, 52, 94.
 mackerel, 13, 33, 192.
 molasses, 101.
 oars, 98.
 oil, 7, 33, 99, 118.
 peas, 52, 139.
 pipe staves, 67, 130.
 pork, 163, 167.
 provisions, 167.
 shingle nails, 167.
 staves, 11, 33, 38, 127, 144, 163.
 wheat, 52, 93, 94, 112, 139.
 work, 107, 133, 138, 159.
 Petitions, see New Hampshire.
 Robert Mason and others to King Charles II, 17.
 Robert Mason and the heir of Edward Godfrey to Charles II, 18.
 Pewter pots, 31.
 Phipsbury, "beginning at the first high head upon the southwest side of Sagadahoc river, and so running up the said river unto Winnegance creek, being by estimation six miles." Indian grant to John Parker, 13.
 Pinke, pink or pinkey, 96, 117.
 Planter, 5, 8, 25, 33, 57, 69, 73, 80, 81, 82, 107, 130, 131, 134, 137, 138, 151, 153, 161, 170, 176, 177, 178, 179, 180, 181.
 planting at halves, 159.
 Plasterer, 141.
 Plate, silver, 31.
 Plymouth council, see New England council.
 Pole defined, 138, 153.

- Possession by felling timber and clearing ground, 1. See Land titles.
- Power, dower, 66, 175.
- Power of attorney, 5, 19, 21, 26, 41, 121, 190.
- Preëmption, right of, reserved, 191.
- Prevarication, collusion, 175.
- Prices current, 5, 33, 98, and elsewhere.
- money price, 7, 92, 93, 187.
- of beaver skins, 173.
- biscuit, 121.
- boards, 145.
- a bullock, 25.
- cloth, 181.
- cow, 181.
- dry codfish, 79.
- Indian corn, 52.
- land, per acre, 52, 118.
- oars, 98.
- peas, 52.
- pine boards, 40, 121.
- refuse fish, 150.
- a shallop, 105.
- wheat, 52.
- See Inventories.
- Privateers, Dutch, 150.
- Probate, 30, 167. See Wills.
- letters of administration, 85.
- appraisers, 31, 85, 167.
- Proctor, attorney, 121.
- Promissory notes, 92, 166, 173, 192.
- Proprietor, see Lord proprietor.
- Quit rents, see Acknowledgment.
- Rates, taxes, 191. See Country rates.
- rated, 82.
- Recorders,
- province of Maine,
- Roger Garde, 2, 6, 85.
- Edward Rishworth, 1-43, 194, 195.
- York county,
- Peter Weare, 43-81, clerk, 92.
- Edward Rishworth, 81-193.
- Falmouth, commission court,
- Francis Neal, 100.
- Norfolk county,
- Thomas Bradbury, 121.
- Recorders, continued.
- Essex county,
- Robert Lord, 79.
- Records,
- provincial court of Maine, 85.
- general court of Massachusetts,
- 56, 191, 192.
- Essex county, 79.
- Norfolk county, 121.
- Cape Porpoise, 129.
- Kittery, 2, 7, 40, 68, 80, 108, 141, 188.
- Wells, 82.
- York, 74.
- Refuge, refuse, 135, and elsewhere.
- merchantable refuse fish, 150, 165.
- Rent service, labor, 5, 10, 37, 41, 64, 70, 125, 138, 153, 176, 177.
- excepted against, 70.
- due days, 7.
- Rents, money, 3, 5, 6, 10, 26, 36, 41, 85, 86, 87, 109, 111, 179.
- pay days, Lady day and Michaelmas, 67. See St. Michael and Transmutation of the Virgin.
- Rhode Islanders, levying upon Roger Plaisted's lands and cattle, 195.
- ordered to restore the cattle, 194.
- Right of way, 131, 154, 172.
- Road, hawser, 33, 98, 105.
- Rother cattle, neat cattle, 84, 85.
- Rowme, room for fish flakes, 83, 99.
- Ryalls or rials, reals, 79, 105.
- Saco, see Index of Places.
- Lewis and Bonighton patent, 110.
- 50 persons to be transported thither within seven years, 111.
- Indian deed to William Phillips, 45.
- selectmen, 27, 37.
- town clerk, 27.
- town book, 185.
- town meeting, 27.
- town grants, 27, 37.
- other grants recorded, see Index of Grantors under the names following :

Saco, continued.

- Bolles, Joseph, 36.
- Bonighton, John, 37.
- Booth, Robert, 126.
- Case, Humphrey, 185.
- Chelson, Walsingham, 69.
- Gibbines, James, 5, 26, 41.
- Hutchinson, Richard, 182.
- Pendleton, Bryan, 97.
- Phillips, Nathaniel, 169.
- Phillips, William, 35, 36, 37, 39, 94, 124, 132, 140, 154, 174, 181, 182.
- Scadlocke, William, 124.
- Smyth, John, 10, 11.
- Spencer, Roger, 63.
- Vines, Richard, 10, 36.
- Williams, Thomas, 125.

grants referred to :

- Town to Roger Spencer, 63.
- Town to William Phillips, 124.
- Town to William Scadlocke, 124.
- Town to Humphrey Case, 185.
- Indians to Roger Spencer, 63.
- William Phillips to Nathaniel Phillips, 154.

Sagamores of

- Sheepscot, 8.
- Kennebec, 39.
- Sagadahoc and Casco bay, 13, 32, 191.
- Blue Point, 113.
- Saco, 45.

Saint Michael's feast, 36, 67, 107, Michaelmas, Sept. 29.

Saw mills,

- at Newgewanac, 19, 28, 79.
- Asabumbeduc river, 69.
- Cape Neddick river, 67, 130, 187.
- Wells, 114, 166, 167.
- Ogunquit river, 102, 103, 104, 122.
- Webhannet river, 149.
- Cape Porpoise river, 144, 164.
- Saco, 7, 35, 39, 40, 63, 132.
- Wescustogo, 188, 189.
- slit work, 164.
- sawing on shares, 164.

Saw pit, 141.

Scarborough, *alias* Black Point, 52.

See Index of Places.

Cammock patent, 84, 85, 87.

other grants recorded, see Index of Grantors under names following :

- Alger, Andrew and Arthur, 170.
- Brown, Andrew, 25.
- Cammock, Thomas, 84.
- Ellkines, Christopher, 23, 25.
- Ellkines, Thomas, 23.
- Foxwell, Richard, 52, 53.
- Gorges, Sir Ferdinando, 85.
- Jocelyn, Henry, 6, 98, 138, 153.
- Maddiver, Michael, 100.
- Pickett, Christopher, 55.
- Scottow, Joshua, 154.
- Watts, Henry, 148.

grants referred to :

- Indians to Andrew and Arthur Alger, 113, 154, 170.
- William Smith to Ellkines, 25.

Schedule, 122. See Inventories.

Scotsmen in Wells, 167.

Scrivener, public writer, 62.

Seal, see England, Maine, New England council.
at arms, 86.

Seaman, 93, 107.

Secretary,

- Massachusetts, 56.
- New Hampshire, 4, 5, 9, 10, 79, 100.

Seicuers, seizures, 66.

Selectmen,

- Cape Porpoise, 129.
- Kittery, 31, 68, 97.
- Saco, 27, 37.
- Wells, 110, 165.
- York, 74, 110, 165, 166, 169, 179.

Sellers, cellars, 116.

Sergeant, 164.

Servant, 11, 103, 179.

apprentice, 62.

servants inventoried as part of an estate, 31.

Set, let, 29, settle, 113, 145.

Shallop, 7, 13, 14, 33, 105.

fishing boat, 98.

- Sheep, 7, 137.
 Ships,
 True Dealing, of York, 90.
 pinkey Lenham, 96, 167, 192.
 pinkey Santa Maria, 117.
 See Ketch and Shallop.
 Ship's merchant, supercargo, 150.
 Shipwright, 11, 62, 147, 163, 167,
 169, 170, 172, 192.
 Silver mine, 136, 137.
 Slit work, in saw mills, 164.
 Smith, 92, 93, shop, 69. See Beck-
 orne.
 Spetie, specie, in kind of payment
 agreed upon, whether money,
 92, or goods, 26, 122.
 speties, 159.
 Stepping stones, 118, 129, 152.
 Steward general of Maine, 3, 179.
 Stock, cattle, 97, 166.
 Stoode, studding, 165, stoods,
 studs, 166.
 Storehouse, 4.
 Swine, 31, 132, 167.

 Tabellion publique, notary, 19.
 Tailor, 123.
 Taxes, see Country rate.
 Tenures,
 per gladium comitatus, 16.
 free and common socage, 22, 86,
 138, 153.
 Territories of the duke of York,
 east of Kennebec river,
 Jeremysquam, 127.
 Wiscasset, 8.
 Tuessic, or Nauseag, 32.
 Pemaquid, 173.
 New Damariscove, 166.
 Thatch banks, 161, grass, 26.
 Timber, depredations on, 194, 195.
 See Waste.
 Titles,
 captain, 40, 42, 56, 58, 63, 78, 88,
 89, 111, 114, 118, 151, 154, 188.
 deacon, 149.
 ensign, 81, 137.
 esquire, 6, 84, 85, 114, 179.
 gentleman, 10, 36, 46, 85, 88, 95, 96,
 111, 118, 145, 146, 151, 174, 176.
 goodman, 2, 110, 174, 182.

 Titles, continued.
 goody, 81, 146.
 lieutenant, 35, 88, 102, 104, 158,
 161, 180.
 major, 23, 37, 39, 40, 45, 47, 56,
 65, 67, 117, 120, 151, 152, 153,
 156, 172, 191, 195.
 major general, 65.
 Mis, 37, 82, 160.
 Mr. 1, 2, 11, 23, 25, 37, 53, 55,
 56, 81, 83, 89, 91, 102, 104,
 107, 111, 120, 134, 135, 145,
 148, 150, 164, 167, 172, 179,
 184, 195.
 sergeant, 164.
 Tobacco from Maryland, 150.
 Town officers, see Commissioners,
 Selectmen, Constable.
 committee of militia, 192.
 lieutenant, 180.
 clerks,
 Kittery, 2, 7, 40, 83, 108.
 Saco, 27.
 Wells, 82.
 York, 2.
 Trade, see Fishing trade, Interest,
 Money, Occupations, Pay, Prices.
 with Maryland, 150.
 in arms and ammunition, pro-
 hibited in Boston, 194.
 Trainee flat, oil vat, 80.
 Transmutation of the Virgin Mary,
 67, feast of the Annunciation,
 Lady day, March 25.
 Treasurer of York county, 191.
 Trustees, 43, 97, 119.

 Uses, conveyance to, 97, 118.
 Utellences, utensils, 144, 183.

 Verbal bargain and sale, 110.
 Verbat, contraction for verbatim,
 177.

 Wages, monthly, 127.
 Walnut tree, 40, 41.
 War claims in York county, 192.
 Warehouse, 164, 168, 180.
 Warrant,
 for assessment of taxes in York
 county, 191.

Warrant, continued.
 for appointing commissioners of
 appeals in Maine, 194.

Waste, liberty to cut timber and
 firewood, 38, 54, 63, 138, 151,
 153, 170, 174.

Weaver, 57, 143, 163.

Weights, 50-pound, 69.

Wells. See Index of Places.
 commissioners to allot lands, 40,
 41.
 selectmen, 110, 165.
 surveyors, 40, 41.
 town clerk, 82.
 records, 82.
 town meetings, 82, 110.
 town grants, 40, 41, 82, 110.
 other grants recorded, see Index
 of Grantors under the names
 following:
 Austine, Samuel, 91, 158.
 Backehouse, Francis, 130.
 Backeus, Francis, 161.
 Barrett, John, 146, 161, 186.
 Bates, John, 148.
 Epps, Daniel, 145, 146.
 Fryer, Nathaniel, 150.
 Hammond, Jonathan, 92.
 Hammonds, William, 100.
 Harding, Israel, 93.
 Johnson, James, 159.
 Knight, Ezekiel, 158.
 Littlefeild, Francis, sen. 122,
 161.
 Littlefeild, Francis, jun. 82,
 149, 166.
 Littlefeild, John, 73, 103.
 Littlefeild, Thomas, 82.
 Paty, Thomas, 163.
 Sayword, Henry, 114, 144,
 167.
 Thurlay, Thomas, 140.
 Wheelwright, John, 104.

grants referred to:
 Town to John Littlefield, 73.
 Town to Israel Harding, 92,
 93.
 Town to Francis Backehouse,
 130.
 Town to Henry Sayword, 145,
 163.

Wells, continued.
 Town to James Johnson, 159.
 Town to Thomas Paty, 163.
 Thomas Warriner to John
 Littlefield, 73.
 John Bush to John and Rich-
 ard Cutt, 91.
 John and Richard Cutt to
 Samuel Austine, 91.
 Stephen Batson to John Wake-
 field, 91.
 John Wakefield to Samuel
 Austine, 91.
 John Barrett to Jonathan
 Hammonds, 92, 93.
 John Wheelwright to Fran-
 cis Backehouse, 130.
 Massachusetts to Henry Say-
 word, 145.

Wescustogo, afterward North Yar-
 mouth. See Index of Places.

Indian grant to Thomas Ste-
 phens, 191.

other grants recorded, see Index
 of Grantors under names fol-
 lowing:
 Gydney, Bartholomew, 188.
 Sayword, Henry, 189.
 Seares, John, 134.
 Stephens, Thomas, 190.

Wharf, 164.

Wigwam, 81, 187.

Wills, see Probate.
 recorded:
 Thomas Cammock, 84.
 Humphrey Chadburne, 27.
 Francis Littlefeild, junior, 166.

referred to:
 Renald Firnald, 147.
 John Gouch, 80.
 Richard Martin, 183.
 John Mason, 23.
 John Sanders, 127.
 William Scadlocke, 124.

executors, 29, 166.
 letters of administration, 85.
 overseers, 29, 166.

Wine and strong liquors, not legiti-
 mate military supplies, 192.

Wiscasset, Indian grant to George
 Davis, 8.

Yeoman, 43, 79, 100, 101, 103, 104, 107, 120, 123, 128, 133, 141, 143, 187, 191.

Yeoven, given, 111, 143.

York, see Index of Places.

Agamenticus patent, 178, 179.

committee to order the affairs of the town in 1653, 178.

selectmen or townsmen, 74, 110, 165, 166, 169, 179.

surveyors, 2, 153, 179.

town clerk, 2.

records, 74.

town grants, 2, 74, 110, 165, 169, 178, 179.

other grants recorded, see Index of Grantors under the names following:

Allcocke, John, 112, 177.

Anger, Samson, 51, 107, 139, 180.

Beale, Arthur, 163.

Berry, Giles, 74.

Bragdon, Arthur, 73.

Burgess, Richard, 148.

Collicatt, Richard, 103.

Davess, John, 164.

Frost, John, 160.

Godfrey, Ann, 34, 42, 160.

Godfrey, Edward, 176, 177, 178, 179.

Gorges, Sir Ferdinando, 179.

Harker, John, 160, 193.

Hatch, Patience, 151.

Hatch, Philip, 99.

Hooke, William, 178.

Johnson, Benjamin, 187.

Johnson, Edward, 88.

Johnson, William, 164.

Lambe, John, 49.

Maxwell, Alexander, 104.

Mills, James, 3.

Mowlton, Thomas, 113.

Pearce, John, 90.

Purrington, John, 160.

Readman, John, 162.

Rishworth, Edward, 33, 180.

Rogers, Christopher, 179.

York, continued.

Sayword, Henry, 67, 148.

Smyth, John, 130, 159.

Start, Edward, 49.

Weare, Peter, 147, 172, 177, 179, 180.

Whitte, Richard, 33.

grants referred to:

Town to Samson Anger, 51.

Town to William Hilton, 74.

Town to Peter Weare, 147.

Thomas Gorges to William Davess, 103.

Thomas Gorges to Margaret Knight, 162.

Gorgeana to Abraham Preble, 178.

Ann Godfrey to Samson Anger, 43.

William Davess to Richard Collicatt, 103.

Rice Kerdogon to Samson Anger, 139.

Nicholas Bond to Thomas Kimball, 155.

Thomas Kimball to Philip Hatch, 155.

transfer by marriage:

Margaret Knight's lot to John Readman, 162.

York county, see Associates.

special magistrates appointed in 1668, 56.

treasurer, 191.

marshal, 53, 137.

deputy marshals, 137.

recorders, Peter Weare, 43-81.

Edward Rishworth, 81-193.

county courts, 82, 92.

at York, 99, 102, 128, 137, 143.

Wells, 153, 163.

deputies to the general court at Boston, 192.

tax levy in 1675, 191.

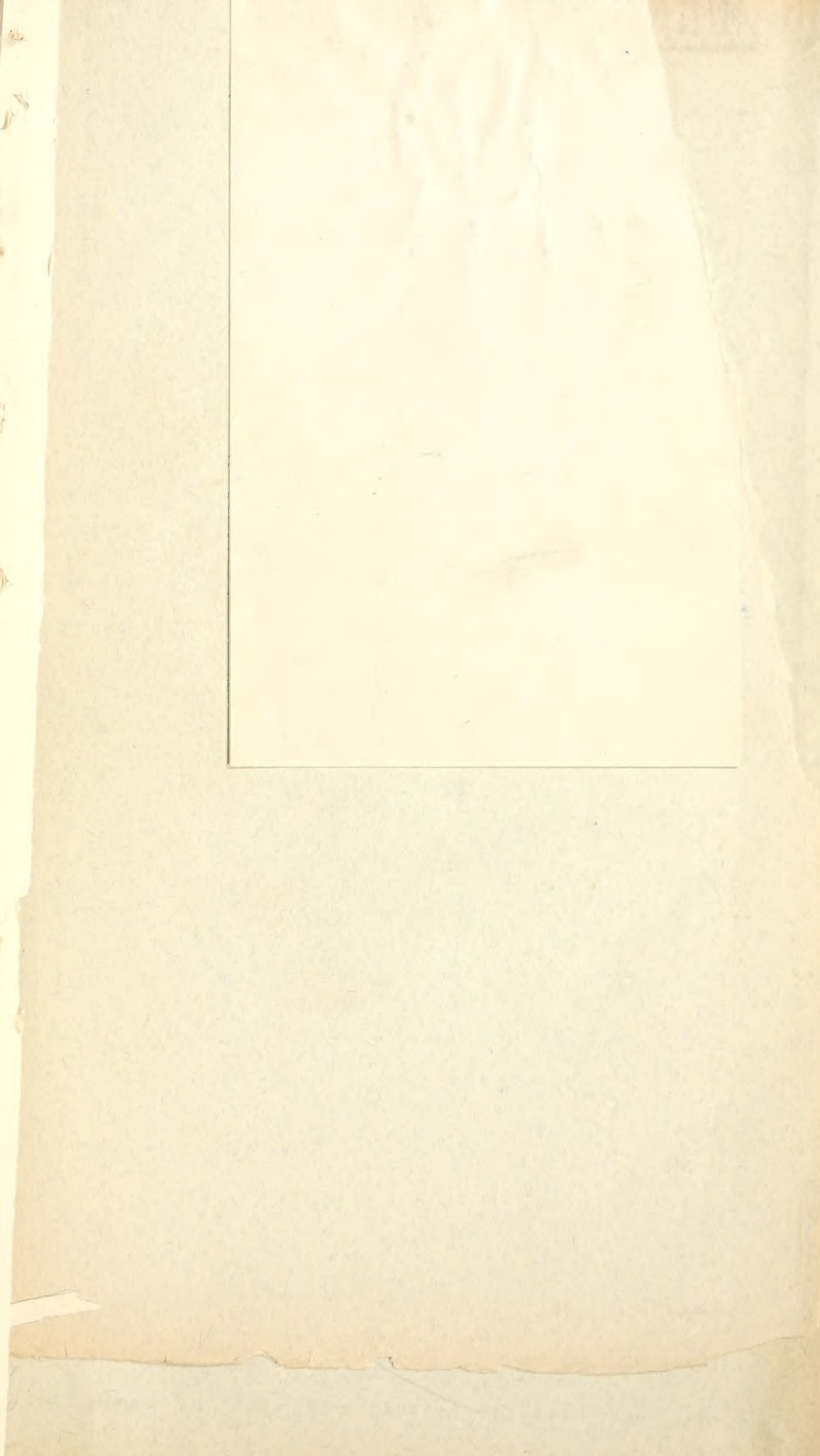
auditors of war claims in 1676, 192.

claims for wine and liquors not to be allowed, 192.

7

94





81 NOV 20 1914

